IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TENNESSEE WESTERN DIVISION AT MEMPHIS

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CITICAPITAL COMMERCIAL CORPORATION f/k/a ASSOCIATES COMMERCIAL CORPORATION; CITICAPITAL COMMERCIAL LEASING CORPORATION f/k/a ASSOCIATES LEASING, INC.; and CITICORP DEL-LEASE, INC.

THOWAS M. GOULD CLERK, U.S. DISTRICT COURT W/D OF THE MEMPHIS

Plaintiffs,

VS.

CAUSE NO. 03-CV-2605 BA

CTK, INC. d/b/a LIFT X TECHNOLOGY and d/b/a TOYOTA LIFT SOUTH; CTK SERVICES, LLC; EQUIPMENT ENGINEERING COMPANY; BERNARD PANCHIKAL, individually and d/b/a LIFT TRUCK SERVICE & RENTALS; and GEORGE TERRELL,

Defendants.

STIPULATED CONSENT ORDER OF FRCP 41(a) DISMISSAL WITHOUT PREJUDICE

Come now the parties hereto and announce to the Court that it is agreed and stipulated among them that the above-captioned matter should be dismissed without prejudice, subject and pursuant to the Settlement Agreement attached hereto as Exhibit A which is approved by the Court and incorporated herein, this Court retaining jurisdiction for the limited purpose of enforcement of same.

IT IS SO ORDERED.

UNITED STATES DISTRICT JUDGE

This document entered on the docket sheet in compliance with Rule 58 and/or 79(a) FRCP on 8-1-05

(43)

STIPULATED, AGREED AND APPROVED:

BERNARD PANCHIKAL, individually and d/b/a Lift Truck Service & Rentals,

Defendant

GEORGE TERRELL, Defendant

APPERSON, CRUMP & MAXWELL, PLC

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CTK, Inc. d/b/a LIFT X TECHNOLOGY and d/b/a TOYOTA LIFT SOUTH;

CTK Services, LLC; and Equipment Engineering Company

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Attorneys for Defendant Bernard Panchikal,

individually and d/b/a Lift Truck Service & Rentals

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is entered into with an effective date of June 30, 2005, by and between CTK, Inc. d/b/a Lift X Technology and d/b/a Lift Truck Service & Rentals and d/b/a Toyota Lift South ("CTK, Inc.") a Mississippi corporation having an address at 5625 E. Raines Road, Memphis, Tennessee 38115; CTK Services, LLC ("CTK Services"), a Tennessee limited liability company having an address at 5625 E. Raines Road, Memphis, Tennessee 38115; Equipment Engineering Company ("EEC"), a Tennessee corporation having an address at 5665 E. Raines Road, Memphis, Tennessee 38115 (CTK, Inc., CTK Services and EEC are collectively referred to herein as the "Corporate Obligors"); Bernard Panchikal ("Panchikal"), a Tennessee resident, having an address at 3221 Pointe Hill Cove. Memphis, Tennessee 38125; George M. Terrell ("Terrell"), a Tennessee resident having an address at 8840 River Rise Drive, Memphis, Tennessee 38018 (Panchikal and Terrell are each referred to herein as a "Guarantor" and collectively referred to herein as "Panchikal and Terrell" or "Guarantors") (CTK Inc., CTK Services, EEC and Guarantors are collectively referred to herein as the "Obligors") and CitiCapital Commercial Corporation ("CitiCapital Commercial") a Delaware corporation having an address at 450 Mamaroneck Avenue, Harrison, New York 10528; CitiCapital Commercial Leasing Corporation ("CitiCapital Leasing") an Indiana corporation having an address at 450 Mamaroneck Avenue, Harrison, New York 10528; CitiCorp Del-Lease, Inc. ("Del-Lease") a Delaware corporation having an address at 450 Mamaroneck Avenue, Harrison, New York 10528 (CitiCapital Commercial, CitiCapital Leasing and Del-Lease are collectively referred to herein as the "CitiCapital Lenders"); BancorpSouth Bank ("BancorpSouth"), a Mississippi banking corporation with an office at One Mississippi Plaza, 201 South Spring Street, Tupelo, Mississippi 38804; Wachovia Bank, N.A. successor to SouthTrust Bank ("Wachovia"), a national banking association with an office at 6445 Poplar Avenue, Suite 203, Memphis, Tennessee 38119 (the CitiCapital Lenders, BancorpSouth and Wachovia are each referred to herein as a "Lender" and collectively referred to herein as the "Lenders") and Jacques H. Belet, III and/or The Belet Group, Inc. and/or any new companies ("Newco") which may be formed by Jacques H. Belet, III and/or any of his affiliates and collectively referred to as "Belet". Together, all of the above-identified persons and entities shall be collectively referred to as the "Parties."

BACKGROUND

- A. WHEREAS the CitiCapital Lenders initiated a lawsuit styled as <u>CitiCapital</u> <u>Commercial Corp.</u>, et al. v. C.T.K., Inc. et al., pending in the United States District Court for the District of Tennessee, Case No. 03-CV-2605BA (the "District Court Action").
- B. WHEREAS Obligors have no defense, offset or counter-claim to the relief requested in the District Court Action.
- C. WHEREAS the CitiCapital Lenders and Obligors entered into a (i) Forbearance Agreement as of January 1, 2004, and executed on March 23, 2004 (the "Forbearance Agreement"); (ii) an Extension to Forbearance Agreement on June 21, 2004 (the "First Extension"); (iii) a Second Extension to Forbearance Agreement on July 30, 2004 (the "Second Extension"); and (iv) a Third Extension to Forbearance Agreement on September 10, 2004 (the

"Third Extension"); (the Forbearance Agreement and the First Extension, the Second Extension, and the Third Extension shall be collectively referred to as the "Forbearance Agreements"). Unless otherwise expressly noted, all defined terms contained herein shall have the meanings ascribed to them in the Forbearance Agreement, adapted, as the context may require, to be applicable not only to the CitiCapital Lenders but also to BancorpSouth and Wachovia. The term "Loan Documents" as referenced in the Forbearance Agreements refers to the "CitiCapital Lenders' Loan Documents" and the term "Collateral" as referenced in the Forbearance Agreements refers the "CitiCapital Lenders' Collateral".

- D. WHEREAS Obligors are indebted to BancorpSouth on the following obligations: (i) a loan in the original principal amount of \$1,150,275.41 evidenced by that certain Seventh Modification Agreement dated March 29, 2005 and all documents referenced therein; (ii) a loan in the original principal amount of \$968,730.22 evidenced by that certain Fifth Modification Agreement dated March 29, 2005 and all documents referenced therein; (iii) a loan in the original principal amount of \$1,990,735.96 evidenced by that certain First Modification Agreement dated March 29, 2005 and all documents referenced therein; (iv) a loan in the original principal amount of \$129,005.51 evidenced by that certain Promissory Note dated July 23, 1999 together with any renewals, amendments or modifications thereof and all documents referenced therein; and (v) a loan in the original principal amount of \$237,204.55 evidenced by that certain Note dated August 17, 2004 and all documents referenced therein (all of which loans, agreements, notes, and documents referenced therein are hereinafter referred to collectively as, the "BancorpSouth Loan Documents").
- E. WHEREAS CTK Services is indebted to Wachovia with respect to a loan dated October 22, 2001, in the original principal amount of \$215,740.64 which was modified and extended on March 12, 2004, and which is evidenced by certain loan documents executed by the Obligors in connection therewith including a Promissory Note in the principal amount of \$77,142.50, together with all renewals, amendments or modifications thereof and all documents referenced therein (the "Wachovia Loan Documents") (the "Wachovia Loan Documents") (the CitiCapital Lenders' Loan Documents, the BancorpSouth Loan Documents and the Wachovia Loan Documents shall be collectively referred to as the "Lenders' Loan Documents" and any and all collateral in which Lenders have an interest shall be referred to as "Lenders' Collateral").
- F. WHEREAS Belet was hired as a turnaround consultant assist the Corporate Obligors with a financial restructuring with a view toward maximizing the value of the assets of the Corporate Obligors.
- G. WHEREAS the Obligors have agreed to the turnover of Lenders' Collateral under the terms and conditions set forth in this Agreement.
- NOW, THEREFORE, for One Dollar (\$1.00), the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:
- 1. Recitals. The parties agree that the recitals set forth hereinabove are incorporated herein by reference as if fully set forth herein and are a part of this Agreement.

- 2. <u>Enforcement of Lenders' Rights.</u> Obligors agree to surrender and make available to the Lenders any and all of Lenders' Collateral of any type or nature in which Lenders, or any of them, maintain a lien or security interest so that each Lender, as the case may be, can exercise its rights under its Lenders' Loan Documents, including the right to dispose of the Lenders' Collateral pursuant to applicable law, including Article 9 of the Uniform Commercial Code, whether by auction, private sale, foreclosure, strict foreclosure or otherwise, at the Lenders' sole and exclusive election and at such time as may be requested by each Lender.
- 3. Obligors' Consent and Cooperation. Obligors, including Panchikal and Terrell, agree that they will cooperate fully with the disposition and liquidation of the Lenders' Collateral through the completion of the disposition and liquidation. In addition, Obligors, including Panchikal and Terrell, will provide information as requested from time to time both prior and subsequent to the enforcement of Lenders' rights as provided in this Agreement and assist Lenders and their respective assigns and/or transferees (including purchasers at auction, private sale, or foreclosure) with pending or future litigation matters (including but not limited to the Romark Toyota Financial Services, Richard Carver, William Payne matters) arising from or relating to the operation of the Obligors' business, including providing testimony and information in connection with the litigation and assisting with responses to discovery demands, and attending trial. Obligors acknowledge that they will not be compensated for the duties that they are required to perform under this Agreement. Obligors, including Panchikal and Terrell, will not interfere with Lenders' efforts to recover, sell, transfer, liquidate or otherwise realize upon the Lenders' Collateral.
- 4. <u>Lenders' Loan Documents Still In Force.</u> The Obligors confirm and acknowledge that the Lenders' Loan Documents are in full force and effect as of the date hereof and shall remain in full force and effect, except as expressly modified in this Agreement and all documents executed in connection with or referred to in this Agreement (hereinafter, the "Related Documents").

5. <u>Debt Acknowledgement.</u>

(a) Obligors acknowledge, covenant and agree that (i) they are in material default under the terms and conditions of the CitiCapital Lenders' Loan Documents; (ii) they are unable to cure the defaults; (iii) they have no offsets, claims or defenses against the CitiCapital Lenders under the CitiCapital Lenders' Loan Documents; (iv) all grace periods, if any, have expired; (v) by virtue of the defaults, the entire outstanding principal balance under the CitiCapital Lenders' Loan Documents is due and payable together with interest and other costs associated therewith; (vi) Lenders have an absolute right to pursue their remedies; (vii) as of April 18, 2005 the sum of \$2,441,518 was due and owing under the CitiCapital Lenders' Loan Documents to the CitiCapital Lenders,, such amount including principal, interest, late charges and attorneys fees; and (viii) all other interest, default interest, cost expenses required to be paid pursuant to the CitiCapital Lenders' Loan Documents accruing both before and after April 18, 2005 is due and owing to the CitiCapital Lenders (collectively, all amounts presently owed, or that may become due at any time in the future, to any one or more of the CitiCapital Lenders

from any one or more of the Obligors under the CitiCapital Lenders' Loan Documents shall be referred to herein as the "CitiCapital Secured Indebtedness").

- Obligors acknowledge, covenant and agree that (i) they are in material default under the terms and conditions of the BancorpSouth Loan Documents; (ii) they are unable to cure the defaults; (iii) they have no offsets, claims or defenses against BancorpSouth under BancorpSouth Loan Documents or otherwise; (iv) all grace periods, if any, have expired; (v) by virtue of the defaults, the entire outstanding principal balance under the BancorpSouth Loan Documents is due and payable together with interest and other costs associated therewith; (vi) BancorpSouth has an absolute right to pursue its remedies; (vii) as of May 16, 2005 the sum of \$2,158,814.58 was due and owing in full under the BancorpSouth Loan Documents to the BancorpSouth, said sum being comprised of principal in the amount of \$2,150,004.52 and accrued interest in the amount of \$8,810.06. Said sum does not include interest accruing from and after May 16, 2005, attorneys' fees, costs and expenses of collection, amounts which have been or may hereafter be advanced pursuant to the terms of the BancorpSouth Loan Documents for payment of ad valorem property taxes or insurance, or any other amount whatsoever for which Obligors are obligated or may hereafter become obligated to pay pursuant to any of the BancorpSouth Loan Documents (collectively, all amounts presently owed, or that may become due at any time in the future, to BancorpSouth from any one or more of the Obligors under the BancorpSouth Loan Documents shall be referred to herein as the "BancorpSouth Secured Indebtedness").
- Obligors acknowledge, covenant and agree that (i) they are in material default under the terms and conditions of the Wachovia Loan Documents; (ii) they are unable to cure the defaults; (iii) they have no offsets, claims or defenses against Wachovia pursuant to the Wachovia Loan Documents; (iv) all grace periods, if any, have expired; (v) by virtue of the defaults, the entire outstanding principal balance under the Wachovia Loan Documents is due and payable together with interest and other costs associated therewith; (vi) Lenders have an absolute right to pursue their remedies; (vii) as of June 13, 2005 the sum of \$48,892.74 was due and owing in full under the Wachovia Loan Documents to the Wachovia, such amount including principal and interest and (viii) all other interest, default interest, cost expenses required to be paid pursuant to the Wachovia Loan Documents accruing both before and after June 13, 2005 is due and owing to the Wachovia Lenders (collectively, all amounts presently owned, or that may become due at any time in the future, to any one or more of the Wachovia from any one or more of the Obligors under the Wachovia Loan Documents shall be referred to herein as the "Wachovia Secured Indebtedness) (the CitiCapital Secured Indebtedness, the BancorpSouth Secured Indebtedness and the Wachovia Secured Indebtedness shall be collectively referred to as the "Secured Indebtedness").
- (d) Panchikal and Terrell, as Guarantors, each acknowledge, covenant and agree as follows: (i) the Corporate Obligors are in default of the obligations guaranteed by Panchikal and Terrell; (ii) each is jointly, severally and unconditionally obligated for the Secured Indebtedness without setoff, counterclaim or defense; (iii) the amount due and owing pursuant to any guaranty is set forth in this Paragraph 5; and (iv) the obligations pursuant to any guaranty are a valid and binding obligation of each Guarantor, jointly, severally and in the alternative. The parties contemplate that all obligations of Panchikal and Terrell, as Guarantors, for the Secured

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Indebtedness shall be released according the terms and conditions described below in this Agreement.

- 6. <u>Additional Representations and Warranties</u>. The Obligors, including Panchikal and Terrell, hereby represent and warrant as follows:
- (a) This Agreement and the Lenders' Loan Documents (collectively, the "Documents"), constitute legal, valid and binding obligations of each party hereto and are enforceable against such party in accordance with their respective terms.
- (b) None of the Obligors has a defense, counterclaim or offset of any type or nature with respect to the Documents or enforcement thereof. To the best of each Obligor's knowledge, Lenders have fully performed all of their obligations under the Documents and are not in default or breach of any obligation to Obligors under the Documents or otherwise.
- (c) The Corporate Obligors each have the corporate authority, and have been duly authorized by all requisite corporate action, to execute and deliver this Agreement and to perform their obligations hereunder. This Agreement has been duly executed and delivered by the Obligors.
- (d) The Obligors' execution, delivery and performance of this Agreement does not and will not (i) violate any law, rule, regulation, agreement or court order to which and Obligors are subject, (ii) conflict with or result in a breach of any of the Obligors' Articles of Incorporation, By-laws, Operating Agreements or any agreement or instrument to which any of the Obligors are a party or by which it or its properties are bound, or (iii) result in the creation or imposition of any lien, security interest or encumbrance on any property of any Obligor, whether now owned or hereafter acquired, other than liens in favor of the Lenders.
- (e) The Lenders have a valid lien and security interest in all Lenders' Collateral, and the Obligors expressly reaffirm all security interests and liens granted to Lenders pursuant to the Lenders' Loan Documents.
- Obligors' business and that the terms and conditions set forth herein are reasonable and beneficial to the business of the Obligors. Obligors acknowledge that they have no claim of any type or nature arising from or relating to the implementation of the terms and conditions of this Agreement.
- (g) Obligors agree that they shall not raise, allege or assert any claims or counterclaims, offsets or defenses of any kind against Lenders arising out of the Documents. To the fullest extent permitted by law, Obligors waive all present and future defenses, offsets, claims and counterclaims in any action or proceeding commenced by Lenders to enforce their rights under the Documents, including the recovery and disposition of the Lenders' Collateral, and Obligors, Panchikal and Terrell further waive their right to contest any actions commenced by Lenders to recover and/or dispose of the Lenders' Collateral. Obligors will not take any action to impede, delay or hinder such actions by Lenders or sales of the Lenders' Collateral.

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- (h) Obligors hereby waive and affirmatively agree not to allege or otherwise pursue any or all defenses, affirmative defenses, counterclaims, claims, causes of action, setoffs or other rights that it may have to contest (a) any defaults which could be declared by the Lenders; (b) any provision of the Lenders' Loan Documents; (c) the security interests of the Lenders in any Lenders' Collateral, whether real or personal, tangible or intangible, or any right or other interest, now or hereafter arising in connection with the Lenders' Collateral; or (d) the conduct of the Lenders in administering any loans or financial accommodations.
- (i) Obligors know of no claims, suits or causes of action to be filed against the Corporate Obligors, except as otherwise disclosed on **Exhibit A** attached hereto and excluding the claims of Lenders.
- 7. Commercially Reasonably Disposition. The Obligors hereby covenant and agree that any disposition by Lenders of the Lenders' Collateral by shall be deemed commercially reasonable and Obligors knowingly and intelligently waive and renounce all of their rights under UCC 9-627 regarding determination of the commercial reasonableness of any disposition by Lenders. The Obligors stipulate and acknowledge that such sale may be to Lenders, to Belet, or to any entity designated by Lenders.

8. Waiver of Notice of Sale or Disposition.

- (a) The Obligors knowingly and intelligently waive and renounce all of their rights to notification under UCC Section 9-611 as to the sale or other disposition of the Lenders' Collateral and under UCC Sections 9-620 and 9-621 regarding acceptance of the Lenders' Collateral as discharge of the Secured Indebtedness of the Obligors.
- (b) The Obligors hereby confirm that the foregoing waiver was made in accordance with UCC Section 9-624(a) and that this Agreement constitutes a valid agreement regarding such waiver entered into and authenticated after default under the Lenders' Loan Documents.

9. Waiver of Right of Redemption.

- (a) The Obligors hereby knowingly and intelligently waive and renounce any and all rights to redeem the Lenders' Collateral, whether under UCC Section 9-623 or otherwise, and any rights they may have to notice and hearing before a court of competent jurisdiction on any and all issues arising from, relating to or in connection with Lenders' Collateral.
- (b) The Obligors hereby confirm that the foregoing waiver was made in accordance with UCC Section 9-624(c) and that this Agreement constitutes a valid agreement regarding such waiver entered into and authenticated after default under the Lenders' Loan Documents.
- 10. <u>Waiver of Remedies</u>. The Obligors hereby knowingly and intelligently waive and renounce any and all rights, whether under UCC Section 9 625 or other applicable law, to,

6

inter alia, obtain judicial orders and recover damages on any and all issues arising from, relating to or in connection with the Lenders' Loan Documents relating to the Lenders' Collateral.

- 11. <u>UCC Mandatory Disposition Provisions Inapplicable</u>. The Parties hereto agree that UCC (as defined herein) Section 9-620(e) is inapplicable to the surrender and repossession of the Lenders' Collateral.
- agree that the rights and obligations of the parties with respect to the surrender and repossession of the Lenders' Collateral in accordance with this Agreement shall be governed by this Agreement and the provisions of UCC 9-620 regarding acceptance of collateral shall not apply to the transactions contemplated by this Agreement.
- 13. No Waiver. No negotiations or actions (including, but not limited to, any payments made to Lenders by the Obligors) taken before or after the entry of this Agreement, shall constitute a waiver of any party's rights under the Lenders' Loan Documents. The failure or omission of the Lenders to exercise in one or more instances, any right or option given under this Agreement, or under the Lenders' Loan Documents, either before or after the entry of this Agreement, shall not be construed as a waiver or relinquishment of such right or option in the case of any other default, but the right to such further right or option shall remain in full force and effect. Except as otherwise specifically provided in this Agreement, the Lenders do not hereby waive any rights or remedies which they have or may now or hereafter have under the Lenders' Loan Documents or under any other existing agreements by and among anyone or more of the undersigned parties to this Agreement, and all terms and provisions of such agreements and instruments shall remain in full force and effect.
- 14. <u>Amendments.</u> The Parties covenant that this Agreement and the Lenders' Loan Documents shall only be amended or modified in writing.
- Panchikal and Terrell represent that they are not in possession of Lenders' Collateral other than the items referenced on **Exhibit "B"**. Panchikal agrees that he shall deliver to the CitiCapital Lenders the vehicles, along with the title, registration documents and keys therefore, identified on **Exhibit "B"** attached hereto. Panchikal and Terrell shall execute and deliver such title and registration documents and other documents reasonably requested. Further, Panchikal and Terrell represent that they will not take control or possession of any Lenders' Collateral following the execution of this Agreement.
- 16. Events of Default. Failure by the Obligors, including Panchikal and Terrell, to deliver properly executed documents as either requested or as set forth herein, or the failure by any Obligors, Panchikal and Terrell to perform, observe or meet any of the covenants as set forth in this Agreement, or the failure of the Obligors, including Panchikal and Terrell to cooperate, or the filing of a bankruptcy, receivership, assignment proceeding or other type of insolvency proceeding under state or federal law for any or each of the Obligors, or any representation or

7

statement made by Obligors in this Agreement is found to be materially false, shall constitute an event of default under this Agreement (hereinafter referred to as an "Event of Default" or collectively, as the "Events of Default").

17. Lenders' Loan Documents.

- (a) It is hereby expressly acknowledged and agreed that in accordance with the CitiCapital Lenders' Loan Documents and Related Documents, the CitiCapital Lenders are fully secured with a first lien and security interest with respect to the CitiCapital Lenders' Collateral, including, but not limited to, that which is set forth on **Exhibit "C"** annexed hereto.
- (b) It is hereby expressly acknowledged and agreed that in accordance with the BancorpSouth Lenders' Loan Documents and Related Documents, the BancorpSouth Lenders are fully secured with a first lien and security interest with respect to the BancorpSouth Collateral, including, but not limited to, that which is as set forth on **Exhibit "D"** annexed hereto.
- (c) It is hereby expressly acknowledged and agreed that in accordance with the Wachovia Lenders' Loan Documents and Related Documents, the Wachovia Lenders are fully secured with a first lien and security interest with respect to the Wachovia Collateral, including, but not limited to, that which is as set forth on **Exhibit "E"** annexed hereto.
- 18. Cooperation and Assistance. Obligors, including Panchikal and Terrell, agree to cooperate and assist the Lenders to carry out the terms of this Agreement. The cooperation and assistance shall include, but is not limited to, disclosure of all information and delivery of all documentation which the Lenders may reasonably request relating to the Lenders' Collateral, business operation and business affairs and any litigation arising out of or related to the Obligors' business operation or affairs. Such cooperation shall further include providing authorization necessary to assist or enable the Lenders to exercise their rights and will further include communication and instructions to all other persons and entities requesting them to cooperate with the Lenders. Obligors, including Panchikal and Terrell, shall refrain from taking any actions or communication with other persons or entities in any manner which would be adverse to the intentions of the Lenders as set forth in this Agreement. Obligors, including Panchikal and Terrell, shall refrain taking any action, participating in any manner or authorizing or directing the filing of a bankruptcy, receivership, assignment proceeding or other type of insolvency proceeding under state or federal law for any or each of the Obligors. Obligors, including Panchikal and Terrell, shall agree to execute any authorizations, documents or other instrument reasonably required by the Lenders to effectuate the terms and conditions of this Agreement. The obligation to cooperate and assist shall continue until the objectives of this Agreement have been satisfied fully, in the sole and absolute discretion of Lenders.

8

19. Waiver of Claims and Delivery of Releases.

- (a) Obligors, including Panchikal and Terrell, each hereby waive any and every right to assert or interpose any claim, defense, objection, offset or counterclaim of any kind or nature in any action or legal proceedings between or among the Lenders or any of their affiliates and any other party or parties hereto arising out of or relating to this Agreement or any or all of the Lenders' Loan Documents, Related Documents and any transactions contemplated hereby or thereby, any other document made in connection herewith or therewith or any right or remedy the Lenders may exercise hereunder or thereunder or permitted by law.
- (b) Obligors, including Panchikal and Terrell, each agrees to release, waive, and forever discharge any and all claims, rights, demands, and causes of action, known or unknown, fixed or contingent, which each of them has or may have, or claim to have against each of the Lenders and/or any of their affiliates and/or any of their employees, officers, directors, agents, representatives, (collectively the "Lender Releasees") arising at any time from the beginning of the world to the date of this Agreement, including but not limited to any such claims any of such Obligors have or may have with respect to the lending and/or business relationship between any of them and any of the Lender Releasees. Obligors, including Panchikal and Terrell shall, upon the execution of this Agreement, deliver to the Lenders, a fully executed release in a proper form fully acceptable to the Lender Releasees.
- Obligors, including Panchikal and Terrell, each agree to release, waive, and forever discharge any and all claims, rights, demands, and causes of action, known or unknown, fixed or contingent, which each of them has or may have, or claim to have against Jacques H. Belet, III and/or The Belet Group, Inc. and/or any new companies ("Newco") which may be formed by Jacques H. Belet, III, and/or any of its companies, affiliates and/or any of their employees, officers, directors, agents, representatives, (collectively, the "Belet Releasees") arising at any time from the beginning of the world as it relates to the entities involved but not limited to the Corporate Obligors, including but not limited to any such claims any of such Obligors and Guarantors have or may have with respect to the business relationship between any of them and any of the Belet Releasees (the "Belet Release"). All parties to this Agreement acknowledge that Jacques H. Belet, III will be forming a new company called "Newco" which may or may not be a successful bidder at a foreclosure sale and/or private sale. If "Newco" is the successful bidder, all parties acknowledge that Belet and/or Newco will be performing a continued liquidation of the assets for maximization of recovery for all Lenders. Panchikal and Terrell, individually and as guarantors, acknowledge that there will be no recoupment of funds, no limitation of liability and/or no release from liability on their behalf beyond what is specifically provided for in this Agreement. Obligors and Guarantors shall, upon the execution of this Agreement, deliver to the Belet Releasees, a fully executed release in a proper form fully acceptable to the Belet Releasees.
- (d) Lenders each agree to release, waive, and forever discharge any and all claims, rights, demands, and causes of action, known or unknown, fixed or contingent, which each of them has or may have, or claim to have against the Belet Releasees arising at any time from the beginning of the world to the date of this Agreement as it relates to the Obligors' business. Lenders shall, upon the execution of this Agreement, deliver to the Belet Releasees, a fully executed release.

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- (e) Obligors, including Panchikal and Terrell, each hereby waive and affirmatively agree not to allege or otherwise pursue any or all defenses, affirmative defenses, counterclaims, claims, causes of action, setoffs or other rights that they may have, as of the date hereof, to contest (i) any "Events of Default" under the Lenders' Loan Documents which could be declared by Lenders at the date hereof; (ii) any provision of the Lenders' Loan Documents, this Agreement or the Related Documents; (iii) the right of Lenders to recover the Lenders' Collateral (as defined in the Lenders' Loan Documents and Related Documents) and its proceeds; (iv) the security interest of Lenders in the Lenders' Collateral, whether real or personal, tangible or intangible, or any right or other interest, now or hereafter arising in connection with thereto; (v) the conduct of Lenders in administering the financing arrangements by and between Obligors and Lenders; or (vi) the disposition of the Lenders' Collateral.
- Release to Panchikal and Terrell. Lenders shall provide Panchikal and Terrell with a complete and full release (the "Panchikal and Terrell Release") from any and all of their joint or several obligations as Guarantors, if applicable, or individually for the Secured Indebtedness or any other obligations to any of the Lenders relating directly or indirectly to such Secured Indebtedness, except that Panchikal and Terrell shall not be released from any obligations under this Agreement. The Panchikal and Terrell Release shall be held in escrow by counsel for CitiCapital Lenders pending the complete and full disposition of the Lenders' Collateral contemplated by this Agreement and on the condition no Event of Default has occurred prior to that time. The Panchikal and Terrell Release shall be effective upon release from escrow. Each Lender warrants and represents that so long as there has been no Event of Default under this Agreement and this Agreement has not been rescinded, the Lender will not seek to enforce any of the obligations of Panchikal and/or Terrell with respect to the Secured Indebtedness at any time prior to the release of the Panchikal and Terrell Release from escrow. The Panchikal and Terrell Release shall be rescinded and of no further force and effect if the conveyance of Lenders' Collateral is avoided or if any of the Lenders are required to disgorge any proceeds from the liquidation of the Lenders' Collateral in connection with any preference, fraudulent conveyance or other avoidance action in any state or federal court commenced by, on behalf of or against the Obligors or either or both of Panchikal and Terrell. Notwithstanding any other provision set forth herein the Panchikal and Terrell Release shall not release any party in connection with the default or failure of performance in the terms, conditions and provisions set forth in this Agreement. A copy of the form of Panchikal and Terrell Release is attached hereto as Exhibit "F".

21. Nonsolicitation, Nondisclosure, and Noncompetition Clause.

Guarantors acknowledge and agree that the Corporate Obligors are in the business of selling, leasing, servicing, and maintaining material handling equipment. Guarantors acknowledge that: (1) the products are highly specialized items; (2) the identity and particular needs of the customers are not generally known in the marketplace; (3) the Corporate Obligors have a proprietary interest in the identity of its customers and customer lists; and (4) documents and information regarding the Corporate Obligors' methods of production, sales, pricing, costs, and the specialized requirements of its customers are highly confidential and constitute trade secrets. Guarantors acknowledge that such confidential information is a valuable asset and the use of such information by a competitor could result in serious damage and injury to the recovery

of the Lenders, Obligors and Guarantors. The Parties hereto agree as follows:

a. Covenants:

- Covenant Not To Disclose: The Guarantors covenant and agree that they shall (i) not use, sell, discuss, transfer, disclose or deliver to any person, partnership, media representative, joint venture, corporation or other entity any confidential information pertaining to the material handling business of the Corporate Obligors learned or acquired by the Guarantors heretofore or hereafter, directly or indirectly, from the Corporate Obligors, including, without limitation, any information, knowledge and/or data (i.) of a technical nature, including but not limited to, proprietary methods of managing collections and their exhibits, methods of processing and handling materials, know-how, formulae, compositions, discoveries, inventions, computer programs and similar items or research projects; (ii.) of a business nature, including but not limited to, information regarding costs, purchasing, revenues, expenses, marketing, types of items purchased or sold, sales or customers, employees, officers, or directors; or (iii.) pertaining to future developments, including but not limited to, research and development, expansion, and strategic plans (the "Confidential Information"), except with the Corporate Obligor's express written consent and except for Confidential Information which at the time of receipt or thereafter becomes publicly known, through no wrongful act of the Guarantors. The Guarantors further agree that upon execution of this document, the Guarantors shall deliver any and all documents, records and papers and all copies to an authorized representative of the Corporate Obligors.
- (ii) <u>Covenant Not To Solicit Employees</u>. The Guarantors covenant and agree that they will not induce or attempt to induce any present or future employee of the Corporate Obligors, or any employee of the entity or person that may purchase the Corporate Obligors' assets, to terminate his or her employment with the business nor will they hire any such employee.
- (iii) Covenant Not To Compete. Guarantors will not engage, directly or indirectly, in any aspect of the material handling or lift truck business or any substantially similar operation having an office within the territory of the Corporate Obligors, i.e. all of the State of Mississippi, Western Tennessee (all counties west of the Tennessee River) and Eastern Arkansas (all counties east of Little Rock) within a three (3) year period following the date of this Settlement Agreement.

Guarantors shall not, as an officer, stockholder, director, employee, broker, representative, partner, sole proprietor or in any other manner or capacity, directly or indirectly, call upon any customer of Corporate Obligors, or within any territories in which corporate obligors normally sale or distribute such products, for the purpose of brokering, soliciting, or selling any products normally associated with the material handling or lift truck business.

- (iv) Covenant Not To Interfere or Disparage: Guarantors will not engage or participate in any activity, transaction, or practice that is intended to or is likely to result in the interference with the material handling business of the Corporate Obligors. Likewise, Guarantors will not communicate or otherwise publish any information that is designed, intended, or reasonably likely to be understood or interpreted as disparaging or derogatory of the Corporate Obligors or their material handling business, employees, officers, or agents.
- **Reasonableness.** The Guarantors acknowledge and agree that the restrictions contained herein 1 are reasonable in scope and effect and are necessary for the proper protection of the assets and goodwill of the material handling businesses conducted by the Corporate Obligors. This Agreement is ancillary to the sale of the assets of a business and is a vital component of the sale. The Guarantors also acknowledge that these restrictions will not deprive the Guarantors of the means and suitability of supporting and maintaining themselves or their families.
- **Term.** Except as referenced in Paragraph 21(a)(iii) above, the duration of the restrictions above shall be five (5) years, commencing on the date of execution of this Agreement by all parties.
- d. Enforcement. It is the express intention of the Parties to this Agreement to comply with all laws applicable to the covenants contained herein. If any of the covenants contained herein is found to exceed that, such restrictive covenant may be reformed or modified by the final judgment of a court of competent jurisdiction or other lawfully constituted authority to reflect a lawful and enforceable duration or scope, and such covenant automatically shall be deemed to be amended and modified so as to comply with the judgment or order of such court or authority. If any one or more of the provisions contained herein shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
- e. Specific performance. The Guarantors understand and agree that the restrictions contained herein are a reasonable and necessary protection of the legitimate interests of the Corporate Obligors and that any failure of the Guarantors to comply with the requirements of this Agreement will cause the Corporate Obligors irreparable injury. Accordingly, the Guarantors agree that the Corporate Obligors shall be entitled as a matter of right to specific performance of the requirements of this Agreement or to temporary or permanent injunctive relief against any breach or attempted breach of Paragraph 1 by the Guarantors without the necessity of posting bond or proving actual damages. Such right to specific performance or an injunction shall be cumulative and in addition to any other remedies the Corporate Obligors may have. The Guarantors agree to pay all court costs and reasonable attorneys' fees incurred by the Corporate Obligors in obtaining specific performance of, or any injunction against a violation of the

requirements of this Agreement.

- f. <u>Corporation's Purchaser</u>. The Parties acknowledge and understand that the assets of the Corporate Obligors are to be sold at a private sale. These covenants are intended to create rights and benefits in the Corporate Obligors, their employees, officers, and directors and in all subsidiaries and other entities controlled, directly or indirectly, by the Corporate Obligors or any newly formed companies which may purchase the assets of the Corporate Obligors at a public or private sale ("Purchaser"). As such, Purchaser shall be entitled to enforce the terms and provisions contained in this Agreement. All terms and covenants shall be for the benefit of Purchaser as well as the Corporate Obligors.
- 22. <u>Consent of Panchikal and Terrell.</u> Each of Panchikal and Terrell, in his capacity as guarantor, consents to each and every term and provision of this Agreement, and the Related Documents as well as to all actions and transactions required or contemplated under this Agreement, the Related Documents and all documents executed in connection herewith or therewith.

23. Authority.

- a. Of the Obligors. As a material inducement to the Lenders to enter this Agreement, Obligors, Panchikal and Terrell represent and warrant to the Lenders that:
- (i) CTK, Inc. is a corporation of the State of Mississippi duly organized, validly existing and in good standing under the laws of the State of Mississippi.
- (ii) CTK Services is a limited liability company of the State of Tennessee duly organized, validly existing and in good standing under the laws of the State of Tennessee.
- (iii) EEC is a corporation of the State of Tennessee duly organized, validly existing and in good standing under the laws of the State of Tennessee.
- (iv) Obligors have all of the power and authority to execute, deliver and perform this Agreement and all other Related Documents which documents are binding and valid obligations of the Obligors, and have taken all necessary action to authorize the execution, delivery and performance of this Agreement and all other Related Documents.
- (v) The consummation of the transactions herein contemplated and the performance or observance of obligations of the Obligors under the Lenders' Loan Documents, this Agreement, and Related Documents or the transactions contemplated herein to which any of the Obligors are a party: (i) have been duly authorized by all necessary action on the part of Obligors; (ii) will not conflict with or result in a breach of or default under any injunction, or decree of any court or governmental instrumentality, or any agreement or instrument to which any of Obligors, including Panchikal and Terrell, are now a party or is subject; and (iii) will not (except to the extent provided in this Agreement) result in the creation or imposition of any lien,

charge, or encumbrance of any nature whatsoever upon any of the property or assets of any of the Obligors pursuant to the terms of any such agreement or instrument

- (vi) To the extent any consent, approval, order, or authorization or registration, declaration, or filing with any governmental authority or other person or legal entity is required in connection with the valid execution and delivery of this Agreement or the carrying out or performance of any of the transactions required or contemplated by this Agreement, and Related Documents, all such consents, approvals, orders or authorizations shall have been obtained or all such registrations, declaration, or filings shall have been accomplished prior to the execution of this Agreement and Related Documents. If any of the foregoing representations and warranties should be false or misleading in any material way, same shall constitute an Event of Default under this Agreement.
 - b. Of each Lender. Each Lender represents and warrants to the Obligors that:
- (i) The Lender is a valid corporation under applicable state or federal law, and has been duly organized and is validly existing and in good standing under the laws of that state of organization.
- (ii) The Lender has all of the power and authority to execute, deliver and perform this Agreement and all other Related Documents, which documents are binding and valid obligations of the Lender, and have taken all necessary action to authorize the execution, delivery and performance of this Agreement and all other Related Documents.
- (iii) The consummation of the transactions herein contemplated to which the Lender is party: (i) have been duly authorized by all necessary action on the part of the Lender; and (ii) will not conflict with or result in a breach of or default under any injunction, or decree of any court or governmental instrumentality, or any agreement or instrument to which the Lender is now a party or is subject.
- (iv) To the extent any consent, approval, order, or authorization or registration, declaration, or filing with any governmental authority or other person or legal entity is required in connection with the valid execution and delivery of this Agreement or the carrying out or performance of any of the transactions required or contemplated by this Agreement, and Related Documents, all such consents, approvals, orders or authorizations shall have been obtained or all such registrations, declaration, or filings shall have been accomplished prior to the entry of this Agreement and Related Documents.
- 24. <u>District Court Action</u>. This Agreement will be part of a stipulated settlement in the District Court Action. The District Court Action will be dismissed without prejudice subject to the terms of the Agreement which may be enforced by the District Court, in its discretion. A stipulation shall be executed simultaneously with the execution of this Agreement and is annexed hereto as <u>Exhibit "G"</u>. In the event that the District Court declines for any reason to exercise continued jurisdiction, then the Obligors, Panchikal and Terrell irrevocably consent to the jurisdiction of the Federal and State courts of the State of Tennessee in connection with any

action or proceeding arising out of or related to this Agreement and hereby waive, to the extent permitted by law, any right to obtain a change in venue from any such court in any action, suit or proceeding.

- Management. Terrell will continue in the management positions as referenced in paragraph 13 of the Forbearance Agreement. Terrell will execute such documents as are reasonably requested of him from time to time to assist in the transfer and liquidation of the Lenders' Collateral, including such documents that may be required to transfer title or confirm ownership. Panchikal reaffirms the provisions of paragraphs 13 and 14 of the Forbearance Agreement concerning the limitations on Panchikal's involvement on behalf of the Obligors and agrees that such limitations are and shall remain in full force and effect. This provision shall terminate upon notification from each Lender that such Lender has received and/or recovered its Collateral as provided for in this Agreement.
- 26. Additional Documents. The Obligors, including Panchikal and Terrell, shall at any time after the date hereof sign, execute, and deliver, or cause others so to do, all such agreements, letters, powers of attorney, pleadings, deeds, titles, bills of sale, registrations, filings, questionnaires, affidavits, assignments, documents and instruments and do or cause to be done all such other acts and things as may be necessary or proper to carry out the transactions contemplated by this Agreement and the Related Documents.
- 27. <u>Severability.</u> The provisions of this Agreement are severable and if any provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall not in any manner affect such provision in any other jurisdiction or any other provisions of this Agreement in any jurisdiction.
- 28. <u>True and Complete Statements.</u> Obligors each represent and warrant that all their statements herein and in any documents heretofore, concurrently, or hereafter delivered by Obligors, Panchikal and Terrell to Lenders are and shall be true, complete and correct, and Obligors have not omitted any facts which it is necessary to disclose in order to keep the statements made or delivered by Obligors and Grantors from being misleading.
- 29. Advice from Independent Counsel. Each Party signing below understands that this Agreement and all Related Documents are legally binding agreements that may affect such party's rights. Each party has consulted independent counsel about the meaning and import of this Agreement and each of the Obligors, by signing below, represents to Lenders that each such party has obtained their independent counsel and has received such legal advice from such counsel with respect to the negotiation of and entry into this Agreement, the Related Documents and all documents in connection therewith.
- 30. <u>Notices.</u> All notices pursuant to this Agreement shall be in writing either by letter delivered by hand, sent certified mail, return receipt requested, overnight courier mail, Federal Express or Facsimile addressed as follows:

(a) If to Obligors, CTK, Inc. and/or CTK Services:

CTK, Inc. CTK Services, LLC 5625 E. Raines Road Memphis, Tennessee 38115 Attention: George M. Terrell Facsimile: 901-366-4599

with a copy to:

Michael P. Coury, Esq. Farris Mathews Branan Bobango Hellen & Dunlap PLC 40 S. Main Street, Suite 2000 One Commerce Square Memphis, Tennessee 38103 Facsimile: 901-259-7150

(b) If to Obligor EEC:

Equipment Engineering Company 5665 E. Raines Road Memphis, Tennessee 38115 Attention: George M. Terrell Facsimile: 901-366-4599

with a copy to:

Russell J. Johnson, Esq. 5100 Poplar Avenue, Suite 2749 Memphis, Tennessee 38117-4000 Facsimile: 901-753-7379

(c) If to George M. Terrell as a guarantor:

George M. Terrell 8840 River Rise Drive Memphis, Tennessee 38018 Facsimile: 901-366-3599

with copy to:

Russell Johnson, Esq. 5100 Poplar Avenue, Suite 2749 Memphis, Tennessee 38117-4000 Facsimile: 901-753-7379

(d) If to Bernard Panchikal as a guarantor:

Bernard Panchikal 3221 Pointe Hill Cove Memphis, Tennessee 38125 Facsimile: 901-

with a copy to:

Mark Grai, Esq.
The Winchester Law Firm
6060 Poplar Avenue, Suite 295
Memphis, Tennessee 38119
Facsimile: 901-869-0912

(e) If to the CitiCapital Lenders:

CitiCapital Commercial Corporation 450 Mamaroneck Avenue 4th Floor, Zone 8 Harrison, New York 10528 Attention: Patricia G. McCormack,

Sr. Vice President

Facsimile: 914-899-7836

with a copy to:

Gregory R. Haworth, Esq. Duane Morris LLP 744 Broad Street, Suite 1200 Newark, New Jersey 07102 Facsimile: 973-424-2001

And Louis Jay Miller, Esq. Apperson, Crump & Maxwell, PLC 6000 Poplar Avenue Memphis, Tennessee 38119 Facsimile: 901-757-1296

(f) If to the BancorpSouth:

BancorpSouth Bank
Post Office Drawer 789
Tupelo, Mississippi 38802
Attention: David E. Ferrell,
Senior Vice President

Facsimile: 662-680-2261

with a copy to:

Les Alvis, Esq. Riley, Caldwell, Cork & Alvis, P.A. 207 Court Street Post Office Box 1836 Tupelo, Mississippi 38802-1836 Facsimile: 662-842-9032

(g) If to Wachovia:

Wachovia Bank, N.A.
6445 Poplar Avenue, Suite 203
Memphis, Tennessee 38119
Attention: Andy Raine,
Vice President

Facsimile: 901-214-2339

with a copy to:

Andy Cobb, Esq. 6060 Poplar Avenue, Suite 450 Memphis, TN 36119 Facsimile: 901-682-4428

(h) If to The Belet Group, Inc. and/or Jacques H. Belet, III:

The Belet Group, Inc. 117 West Jefferson Bolivar, Tennessee 38008 Attention: Jacques H. Belet, III Facsimile: 731-659-2219

With a copy to:

Cathy Hornsby, Esq. Hornsby Law Firm, P.C. 101 N. Main Street P.O. Box 477 Bolivar, Tennessee 38008 Facsimile: 731-658-9491

or, at such other addresses either may give notice to the other as herein provided. Any notices hereunder shall be deemed to have been given three (3) days after its deposit in the mails, postage prepaid, or in the case of hand delivery, when delivered, or in the case of Facsimile, when sent, or in the case of overnight courier mail and Federal Express, when delivered, or in the case of telegraphic notice, when delivered to the telegraph company, addressed as aforesaid, provided however that notice of a change of address, as hereinabove provided, shall be deemed to have been given only when actually received by the party to which it is addressed.

- 31. <u>Existing Defaults</u>. There exist defaults pursuant to the Lenders' Loan Documents that have occurred and continue through the date hereof. Nothing contained herein shall constitute a waiver or cure of the existing defaults or defaults under the Lenders' Loan Documents, if any, all of which are reserved and preserved.
- 32. <u>Conditions of Effectiveness</u>. This Agreement shall become effective (the "Effective Date") upon being executed by all parties and made a part of a final order entered in the District Court Action which shall be obtained with the cooperation of Obligors, including Panchikal and Terrell.
- 33. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but such counterparts shall constitute one and the same Agreement. Any signature delivered by a party by a facsimile transmission shall be deemed to be an original signature hereto.
- 34. Miscellaneous. This Agreement and all Related Documents constitute the Parties entire agreement concerning the subject matter hereof and supersedes any prior or contemporaneous representations or agreements concerning the subject matter hereof not contained herein. The Parties are not relying on any statements or representations other than those found in this Agreement. This Agreement and the Related Documents shall inure to the benefit of and are binding upon the parties hereto and their respective heirs, successors and assigns, and shall be governed with respect to Obligors and each separate Lender, by the law specified in such Lender's Loan Documents. In the event of any dispute hereunder, the prevailing party shall be entitled to recover all costs and attorneys' fees from the non-prevailing parties. Paragraph headings used herein are for convenience only and shall not be used to interpret any term hereof. Each party executing this Agreement represents that he has the full authority to do so. This Agreement has been drafted with input by all Parties and shall not be construed against any Party in the event any term or provision is found to be ambiguous. This

Agreement is supplemental to, and does not supersede or replace, the Lenders' Loan Documents. In the event of any conflict between any provisions of any Loan Document, this Agreement will control.

OBLIGORS, INCLUDING PANCHIKAL AND Jury Trial Waiver. 28. TERRELL, AND LENDERS AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT BY LENDERS OR OBLIGORS, ON OR WITH RESPECT TO THIS AGREEMENT OR THE LOAN DOCUMENTS OR ANY OTHER DOCUMENTS RELATING TO THE LOANS OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO OR THERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. LENDERS AND OBLIGORS EACH HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND INTELLIGENTLY, AND WITH THE ADVICE OF THEIR RESPECTIVE COUNSEL, WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. OBLIGORS ACKNOWLEDGE AND AGREE THAT THIS SECTION IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT LENDERS WOULD NOT ENTER INTO THIS AGREEMENT IF THE WAIVER SET FORTH IN THIS SECTION WAS NOT A PART OF THIS AGREEMENT.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first written above.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

By:

Name: George M. Terrell

Title: President, Chief Executive Officer and Director

STATE OF TENNESSEE ss. COUNTY OF SHELBY

On July, 2005, before me, Crevy Alwayins, Notary Public, personally appeared GEORGE M. TERRELL, personally known to me (or proved to me on the basis of satisfactory evidence) to be President, Chief Executive Officer and Director of CTK, Inc., and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary Public

My Commission Expires:

CTK SARYICES, LLC

By: Jean M Name: George M. Terrell

Title: General Manager and Chief Manager

STATE OF TENNESSEE ss. COUNTY OF SHELBY

On July 1, 2005, before me, Chery A Huggin, Notary Public, personally appeared George M. Terrell, personally known to me (or proved to me on the basis of satisfactory evidence) to be General Manager and Chief Manager of CTK Services, LLC, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Motory Public

Notary Public

My Commission Expires:

EQUIPMENT ENGINEERING COMPANY

By: Name: George M. Terrell

Title: Chief Executive Officer

STATE OF TENNESSEE ss. COUNTY OF SHELBY

On July , 2005 before me, Chery A. Huggini, Notary Public, personally appeared George M. Terrell, personally known to me (or proved to me on the basis of satisfactory evidence) to be Chief Executive Officer of Equipment Engineering Company and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary Public

My Commission Expires:

BERNARD PANCHIKAL

STATE OF TENNESSEE ss. COUNTY OF SHELBY

On July, 2005, before me, Chery A. Hugin, Notary Public, personally appeared Bernard Panchikal, personally known to me (or proved to me on the basis of satisfactory evidence) and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary Public

My Courses: Expires:

GEORGE M. TERRELL

STATE OF TENNESSEE ss. COUNTY OF SHELBY

On July, 2005, before me, Cheryl A Hugin, Notary Public, personally appeared George M. Terrell, personally known to me (or proved to me on the basis of satisfactory evidence) and acknowledged to me that he executed the same as his own free act and deed.

Witness my hand and official seal.

Notary Public

My Continuation of the North Art Public At Large

CITICAPITAL COMMERCIAL CORPORATION

Name: Patricia G. McCormack

Title: Sr. Vice President

CITICAPITAL COMMERCIAL LEASING CORPORATION

Name: Patricia G. McCormack
Title: Sr. Vice President

CITICORP DEL-LEASE, INC.

Name: Patricia G. McCormack

Title: Sr. Vice President

BANCORPSOUTH BANK

Name: David E. Ferrell

Title: Senior Vice President

WACHOVIA BANK

Name: Thomas Crawford,

Title: Vice President

THE BELET GROUP, INC.

By: Vacantes H. Belet, III

Title: President

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PANCHIKAL AND TERRELL'S CONSENT

Each of the undersigned acknowledges and consents to all terms and conditions set forth in this Agreement.

Bernard Panchikal

George M. Terrell

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EXHIBIT A

List of Claims, Suits and Causes of Action

Fred Vaccaro, et al. v. CTK, Inc. et al. Shelby County Chancery Court

EXHIBIT B

Vehicles in Possession of Panchikal and Terrell

Vehicles in possession of George Terrell:
1995 Lexus GS300 s/n JT8JS47EXS0096390; and
1999 Chrysler Town & Country Van s/n 1C46864L8XB749878
Vehicle in possession of Panchikal
1997 Lexus ES300 s/n JT8BF22G8V0025134

EXHIBIT C

CitiCapital Lenders' Collateral

Exhibit "C"

CitiCapital Lenders Collateral

All assets of the Debtors including but not limited to all accounts, cash proceeds, certificates of title, chattel paper, collateral, claims and causes of action, commercial tort and contract claims, consignments, deposit accounts, documents, electronic chattel paper, equipment, general intangibles, goods, instruments, inventory, investment property, letter-of-credit rights, non-cash proceeds, proceeds, promissory notes, software, tangible chattel paper, material handling equipment, rolling stock, furniture, fixtures, deposits, causes of action, certificated securities, leases, lease agreements, lease contracts, letters of credit, proceeds of letters of credit, negotiable instruments, notes and security accounts.

See Asset Master List dated May 6, 2005 attached hereto which is listing of personal property which includes material handling equipment, furniture and equipment.

Printed: 6/9/2005 File; 05-06-2005 Master Asset Listxis

CTK V lons of Citicapual Assets 800+ Line Items

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	050008731	2000	Missubishi	FGC25K	LPG Cushion Tired	AF82C-01994	7,500	6,730	4,500	4.000	3,500	3,000	SOLD	80	\$0.00
<u> · </u>	050006301	2000	Musubish	FGC23K	.PG Cushion Tired	AF82C-02941	7,500	6,750	4,500	4,000	3,500	3,000	gros	7.0 7.0	\$0.00
<u> </u>	105000118	2000	Missublishi	RCC3SK		AF81C-01179	005'L	6.750	4,500	4,000	3,500	3,000	\$01.D	250	\$0.00
<u> </u>	05000763L	3000	Missubishi	FGC25K	LPG Cushion Tined	AF82C-90136	7,500	6,750	005' T	000"+	3,500	3,000.	SOLD	350	\$0.00
	050004001	3000	Mitsubishi	FGC25K	PG Custition Tired	AF82C-02576	7,500	05,750	4,500	4,000	3,500	3,000	SOLD	¥,o	\$0.00
	05000393L	98	Missubishi	FGC25K	5,000# LPG Cushion Tired Forklift	AF82C-02577	7,500	6,750	4,500	1,000	3,500	3,000	0.108	8	\$20.00
	103000131	3000	Mitsubishi	FGC18K	5,000# LPG Cushion Tired Forklift	AF81C-01080	6,750	6,250	4,000	3,500	3,000	2,600	SOLD	20	20.00
	059900631	1999	Misubishi	FGC25	5,000v LPG Cushion Tired Forklift	AF82C-00999	6,750	051.9	4,000	3,500	3,000	2,600	d10\$	250	90:05
	102991191	6661	Missubishi	FGC25K	5,000# LPG Cushlon Tired Forkill	AFE2C-90077	6,750	6,250	000'⊁	3,500	3,000	2,600	guos	250	\$0.00
	061166501	66	Mitsubishi	FGC38K	5,000# LPG Cushion Tired Forklift	AF82C-90029	057,9	6,250	4,000	3,500	3,000	2,600	SOLD	3.0	\$0.00
•	05000087L	6661	Misubishi	FGC25K-110	5,000r LPG Cushion Tired Forkliff	AF82C-90092	087,9	6,250	4,000	1,500	3,000	2,600	SOLD	0%	\$0.00
•	05991196L	6661	Afteubish	FGC25K-110	S,000# LPG Custion Tited Forkifi	AF82C-90090	051,9	6,250	4,000	3,500	3,000	2,600	SOLD	75.0	\$0.09
<u> • </u>	105991206	6661	Misubishi	FGC25K-140	S,000v LPG Cushian Tired Forklin	AF82C-90036	6,750	6,250	4,500	3,500	3,000	2,600	SOLD	150	\$0.00
	103000033	6661	Sitsubishi	FGC18K	3,500r LPG Cushion Thed Forklift	AF81C-00915	6,250	5,750	3,500	3,000	3,600	2,300	SOLD	0%	\$0.00
	105980056	8661	Misubishi	FGC23	S,000# LPG Cushion Tired Farkliff	AF82B-05342	6,250	5,750	3,500	3,000	2,600	2,300	SOLD	0.25	20.00
	105971320	1961	Missubishi	FGC23	S,000# LPG Cushlon Tired Forktin	AF82B-03809	05,750	5,000	3,000	2,500	2,300	2,000	SOLD	£0	\$0.00
	161000086	2000	Misubishi	Phiwr30	Slocatic Walkle neck	Patwr32482	1,350	1,200	750	700L	550	200	SOLD	አ0	20.00
	161000085	2000	Missubishi	PMWR30	6,000# Electric Walkie Rider Pallet Track	PMWR32478	1,350	1,200	750	700	550	500	SOLD	20	\$0.00
	609902471	1999	Micubishi	PKWR30	6,000# Electric Walkie Rider Palter Truck	PKIWR32349	1,200	1,000	700	059	990	450	sor.	30	\$0.00
<u></u>	F70990173		Keaworth	1300	Truck (Sold)	793241	0	o	Ç	0	0	c	30LD	0.%	\$0.00
	125960740	1661	대대	HLF3C	5,000# LPG Cushion Tired Forkith	1222K	3,500	000'5	4,000	3,500	3,250	2,750	\$01.D	320	So oo
	4162180DT	1998	Gehi	\$1.5635	Skid Steer Loxder	14369	11,500	10,000	8,500	7,500	7,000	6,500	SOLD	9,0	\$0.60
	76980014P	1988	Gehi	\$1.4625	Skid Steer Loader	3,602,5	9,500	B.500	6,500	6.000	5,500	5,000	SOLD	20	\$4.60
	F61990284	1661	Crown	RR5020-45	4,500# Elecuic Narrow Aisle Reach Lift Truck	11901571	6,750	4,750	4,730	3,500	4,000	2,750	\$01.D	30	\$0.00
	F58990032	1999	Crown	RC3020-30	3,000# Electric Stand-Up Rider	1421941	5,500	4,500	4,000	1,250	3,250	2,500	SOLD	0.35	\$0.00
	F58990031	1999	Crown	RC3020-30	3,000# Electric Stand-Up Rider	1A219426	5,500	4,500	4,000	3,250	3,250	2,500	SOLD	20	\$0.00

February 13, 2004 Husyady Approisal Source Document

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CTK V Hons of Citicapud Assets 800+ Line Items

ige 2 of 32

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Contract	¥	Year	Make	Model .	Decription	Serial No.	Fair Markel Value		Orderly Liquidation Value	lation Value	Distressed Value	Value	Condition	% Disc	LTSR Liquidation	
							Current	Year One	Current	Year One	Current	Year One		μo	\$\$	
F55990022	7	1999	Crown	RC3020-30	3,000v Electric Stand-Up Ritler Lift Truck	1,421,4656	5,500	4,500	4,000	3,250	3,250	2,500	SOLD	\$ 0	\$6.00	,
F\$\$990021	17	6661	Сгомп	RC3020-30	3,000# Electric Stand-Up Rider Lift Truck	1A214645	005,2	4,500	000'+	3,250	3,250	2,500	SOLD	80	\$0.00	,
F61990378	82	1999	Сгомя	RR5010-35	3,500% Electric Namuw Aisle Reach Lin Truck	1.4219530	000'9	4,200	051, 4	3,000	3,500	2,500	SOLD	85	\$0.00	,
F61990377	π.	6661	Спъчп	RE5020-35	3,500 Electric Narrow Aisle Reach Lift Truck	952915V1	6,000	4,200	4,250	3,000	3,500	2,500	SOLD	r.	\$0.00	
4398N390F	0F	8661	Сгомп	nC3020+10	4,000# Electric Stand-Up Rider Lift Truck	1A199698	5,750	4,750	000'+	3,000	3,000	2,000	SOLD	% 0	\$0.00	
F56990171	11	1999	Crown	PE1540-80	8,000# Electric Rider Patter Trinck	64167364	2,750	2,250	1,750	1,550	1,450	1,350	SOLD	25.0	\$0.00	,
F61000399	8	₹	Crown	PE3570-60	6,000# Electric Ritler Palles Truck	6A125441	009	800	ğ	275	ų	300	SOLD	2.0	\$0.00	,
160156200	260	9861	Catemillar	T380	5,000# LGP Cushion Tired Forklifi	8EB3759	1,200	1,300	750	ž	95	200	SOLD	250	80.00	-,
050006321	זבני	2000	Mitsubishi	PGCZSK	5,000# LPG Cushlan Yired Forklifi	AFETC-03001	7,500	6,750	4,500	4,000	3,500	3,000	SCRAP	% %	\$200.00	
711-216650	3411	2000	Misubishi	FGC25K	5,000# LPG Cushian Tired Fasklift	A F82C-02284	7,500	6,750	4.500	4,500	3,500	3,000	SCRAP	7°	00.005X	
105990872	0872	1999	Missubishi	FCD3K	5,000V LPG Cushion Tired Forkith	AF82C-90046	6,750	6,250	99,	3,500	3,000	2,600	SCRAP	¥.	\$200.00	,
459903091	309L	1999	Mixubishi	ZFBCZSE	5,000/ Electric Cushion Tired Forkiin	A2BC360074	9,500	9,000	3,750	3,250	2,750	2,500	SCRAP	260	\$200.00	.,
43980402L	1031	6661	hfisubishi	FB18KT	3,500/ Electric 3-Wheeled Counterbalancel Forklin	EFB\$B00026	4,000	3.700	1,900	1,600	1.400	1,300	SCRAP	250	\$700.00	
44000031F	311	6661	Misubishi	FB20KT	4,000# Electric 3-Wheeled Solid Tired Forklift	EF85850132	4,200	3,900	000'C	1,700	1.500	1,300	SCRAP	¥0	\$200.00	,
129806650	1631	1998	Misubishi	FGC24	5,000# LPG Cushion Tired Forklife	APB2C-98018	1,750	1,750	1,200	1,200	1,000	1,000	SCRAP	\$0	\$200.60	
105988651	1551	8661	Missbirhi	FGC25	5,000r LPG Cushion Tired Forklift	AF82D-06142	1,750	1,750	1,300	1,200	1,000	1,000	SCRAP	80	\$200.00	.,
J05116650	701	1999	Mitsubishi	FGC25K-110	5,000# LPG Cushion Tired Forklin	AF#2C-90056	1,750	1,750	007,1	1,200	000.1	000′1	SCRAP	20	\$200.00	
196900050	1965	0002	Misubishi	FGC25K	5,000# LPG Cushion Tired Forkilh	AF82C-02998	1,200	002'1	02.F	750	88	8	SCRAP	¥.	\$200.00	
105000112	1113	2000	Misubishi	FGC25K	5,000# LPG Cushion Titred Porklin	AF82C-0 <u>11</u> 06	200	2000	350	350	130	350	SCRAP	250	\$200.00	
P61980057	057	1997	Linde/Daker	EWR50	6,000s' Electric Walkle Rider Poltst Truck	2674-477	2,200	2,000	1,500	7700	1,000	950	SCRAP	250	\$200.00	
P05961310	310	9661	Halls	HLF2SC		37101	5,000	4,500	3,500	3,000	2,750	2,500	SCRAP	250	\$200.00	
AC101782	Ę.	1997	Halla	HLF2SC	5,000# LPG Cushion Tired Forklift	1200K	2,250	2,250	1,500	005'1	1,250	02C,1	SCRAP	20	\$200.00	
6599000\$A	05.4	1999	Factory Cat	52	Electric Rider Flags Scaubber	11152-1503	000'9	5,000	4,000	3,250	3,000	2.500	SCRAP	8	\$700.00	
06600692	930	1998	Factory Cal	40	Electric Rider Flaor Serubber	HA40-2613	4,000	3,000	2,500	2,200	1,780	1,500	SCRAP	20	\$700.00	
FSE990021	170	6661	Сгомп	RC3020-40	4,000# Electric Stand-Up Ritler Lin Truck	1,421,9230	6,730	3,750	000'\$	000'+	4,000	3,000	SCRAP	7.0	\$206.60	
F58990014	3	1899	Crown	RC3020-40	4,000s' Electric Stand-Up Rider (1.18 Truck	92161271	6.750	\$.750	5,000	4,000	7,000	3,000	SCRAP	20	\$200.00	
F61990200	900	1999	Crown	RR5020-45	4,500/ Electric Narrow Aisle Reach Lift Truck	17212426	6,750	4,750	4.750	3,500	4,000	2,750	SCRAP	350	\$200.00	
41500354F	54F	6661	Crawn	RC3020-35	tand-Up Rider	18217140	6,250	2,000	4,500	3,500	3,500	2,500	SCRAP	20	\$200.60	
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February 13, 2004 Hunyady Appraisal Source Document CTK V ions of Citicapital Assets 800+ Line Items

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ա սերա	Сопітасі	Year	Nfake	Model	Description	Serial No.	Folr Market Value		Orderiy Liquidation Yalue	datton Value	Distressed Value	J Value	Condition	\$ Dbc	LTSR Llquidation	
							Current	Year Oae	Current	Year One	Current	Year One		βū	55	
•	F61000379	1994	Стомп	40RCTT-5	4,000 Electric Stand-Up Rider Lift Track	14139322	900	95	375	335	300	250	SCRAP	20	12100.00	_
•	F61000378	1994	Сгамя	40RCTT-5	4,000# Electric Stand-Up Rider Litt Truck	1A144352	2002	300	150	150	202	100	SCHAP	80	\$200.00	_
•	F41990296	1993	Crown	40RCTT-5	4,000/ Electric Stand-Up Rider Lift Truck	14132600	200	200	150	150	8	8	SCRAP	*0	\$200.00	
•	F61000402	1987	Crown	60PE-27-3	6,000# Electric Rider Pallet Track	W-71260	051	150	130	120	20	DOI	SCRAP	7,0	\$200.00	
•	F61978321	1997	Condor	VZO33	20° Electric Self-Propelled Setsor Lift	30597005	2,000	1,700	1,300	1,000	906	25	SCRAP	350	\$200.00	
	F61970322	1997	Condor	V2033	20° Electric Self-Propelied Scissor Lift	30597064	2,000	001,1	1,206	000'1	8	750	SCRAP	80	\$200.00	
-	F61970320	1996	Candar	V2033XL	20' Electric Self-Propelied Scissor Lift	91596427	2,000	1.780	1,200	000,1	906	750	SCRAP	£0	\$200.00	
•	C08950063	1996	Clark	GCX40	8,000v LPG Cushlan Tired Forklift	GX710U-0052-9418FB	005'5	3,000	3,500	3.000	3,000	1,500	SCRAP	20	\$200.00	
	W61970308	1995	BT/Prime Mover	KR34B	3,000# Electric Rither Beach Lift Truck	RR340255398	7,500	6,750	3,750	3,250	3,000	2,500	SCRAP	20	\$200.00	
	05007012W	1991	BT/Prime Mover	WRX30	1,000r Electric Walkle Reach Lift Track	2703100	\$,500	9,000	3,500	3,300	2,000	008,1	SCRAP		\$200.00	
	70991813P	3000	Powerboss	155/82	Rider Sweeper/Scrubber	11480010	17,500	15,750	8,500	7,750	4,250	3,750	ROUGH	75%	\$937.50	
•	70990561P	1998	Powerbass	C55/82	Self-Propelled Floor Scrubber/Sweeper	9934058	12,000	10,500	5,000	4,300	2,500	2,000	ROUGH	75%	\$500.00	
	2700000EL	2000	Musubishi	FG35	7,000# LPG Premissic Tired Forklift	AF29A-00112	000'01	000'6	000'9	5,500	8,000	4,500	ROUGH	75%	\$1,125.00	
	F709:10147	1994	Lin-A-Lon	AMR40-22	Aniculated Electric Self- Propelled Manifit	AMR142	6.750	6,250	2,600	1,800	1,700	1.300	ROUGH	75%	\$375.00	
\cdot	105961308	1996	Italia	11LF25C	5,000# LPG Cushion Tired Facklin	1032K	3,000	4,500	3,500	3,000	2,750	2,500	ROUGH	75%	\$625.00	
	32990009t	1999	Missubishi	FGC35K	12,000/ LPG Cushion Tired Forklift	AF8800214	11,000	11,000	8,500	7,500	7,500	6,500	RENT	201	\$5,850.00	
	250101331	2001	Misubishi	FCDS	5,000r LPG Preumatic Tired Forklifi	AF170-11389	11,600	005'6	900'9	5,500	\$,000	4,500	RENT	10%	\$4,050.00	
	27000005t	2000	Missubishi	FCBS	7,000# LPG Pacumatic Tired Forklin	AF29A-00111	10,000	9.000	9 000	5,500	5.000	4,500	RENT	201	\$4.050.00	
	28000081	2000	Missbishi	FG35K	7,000r LPG Preumatic Tited Forkith	AF29A-00245	10,000	000'6	000.9	5,500	\$,000	4,500	RENT	10%	\$4,050.00	_
	060001871	2000	Miuudishi	FGJOK	6,000# LPG Pheumatic Tited Forklish	AF13D-35249	9,250	8.500	5.750	5,250	4,750	4,250	RENT	201	53,825.00	
	250004381	3000	Misubishi	FG25T	5,000# LPG Pacumatic Tired Forklift	AF8113-95118	9,500	8,750	5,500	4,750	005°+	000*+	RENT	% 01	\$3,600.00	
	127990018	1999	Misubishi	FG35		AF29-01590	9,000	8,250	\$,500	5,000	4,500	7,000	RENT	103	\$3,600.00	
•	089801851	1998	Affisubish	FG35	7,000/ LPG Presmanc Tited Forklift	AF29-01193	8,250	7,580	5,000	4,500	900.7	3,500	RENT	303	\$3,150.60	
•	1+\$400099	2000	Mésubishi	rGC30K		AF83C-00355	8,250	7,500	2,000	4,500	4,000	3,500	RENT	10%	\$3,150.00	
•	106000073	3000	Misubisti	Г СС30К		AF83C:00347	8,250	7,500	5.000	4,500	000'⊁	3,500	RENT	103	53,150.00	_
	106990314	2000	Nitsubishi	FGC30K		AF83C-00328	8,250	7,500	5,000	4,500	00U' +	3,500	RENT	¥01	53,150.00	
	109900421	1999	Missublefii	FGC40K		AF8700280	8,250	7,500	2,000	4,500	900'+	3,500	RENT	10%	53,150.00	
•	101970327	1998	Niksubith	FG25	5,000# LPG Pneumatic Tired Forklin	AF17B-90455	7,750	7,000	4,500	000'7	3,750	3,250	RENT	¥01	\$1,925.00	
3	February 13, 2004	5												+		

February 13, 2004 Hunyady Appraisal Source Document

Case 2:03-cv-02605-JDB-STA	Document 43	Filed 08/01/05	Page 46 of 111	PageID 124
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CTK v ions of Citicapual Assets 800+ Line items

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							Fair Market Value	cı Value	Orderly Unuidation Value	dation Value	Distressed Yalue	d Value	Condidon	% Disc	LTSR Linuidation	
lusp •	Contract	Year	Make	Madel	Description	Serial No.						,		1		,
·							Current	Year One	Current	Year One	Current	Year One		Off.	æ	
	059812451	8661	Mitsubishi	FG2SB	S,000# LPG Preumanc Tired Focklift	AF178-05209	1,750	7,000	4,500	4,600	3,750	3,250	RENT	10%	\$2,925.00	
	0500063-1	2002	Miksubishi	FGC15	5,000# LPG Cushion Tired Forklift	AF82C-90147	7,500	057,0	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00	
	171100507	2000	Missbish	FGCJSK	5,000# LPG Cushion Tired	AFE2C-03893	005,7	057,0	4,500	4,000	3,500	3,000	RENT	107	\$2,700.00	
	050009291	2000	Missubishi	PGC15K	5,000# LPG Cashion Tired Forklift	AF82C-01309	7,500	051,0	4,500	4,000	3,500	3,000	RENT	3,01	00:002,22	
	050001621	2000	Misubishi	FGC25K	S,000/ LPG Cushion Tired Forklift	AF82C-02281	7,500	6,750	4,500	4,000	3,500	3,000	RENT	¥01	00 000,52	-
	030009301	1000	Misubishi	FGC2SK	S,000# LPG Cushion Tired Forklift	AFB2C-04010	7,500	6,750	4,500	4,000	3,500	3,000	RENT	201	\$2,700.00	- 1
•	1020010050	2000	Misubishi	FGCZSK	5,000/ LPG Cushion Tired Forklift	AF82C-03997	7,500	6,750	4.500	4,000	3,500	3,000	RENT	10%	\$2,700 00	
•	105000952	2000	Mikubishi	FGC15K	S,000v LPG Cushton Tired Forklin	AF82C-03976	005'L	6,750	4,500	4,000	3,500	3.000	RENT	20.8	00.007,52	- T
ŀ	050011000	2000	Misublshi	FGC25K	S, DOW LPG Cushion Tired Forklin	AF82C-03973	7,500	027.9	4,500	4,000	3,500	3,000	RENT	% O1	\$2,700.00	1
•	050007611	2000	Misubishi	Factsk	5,000/ LPG Cushlon Tired Forkiin	AFB2C-03315	7,500	057.9	4,500	D00°+	3,500	3,000	RENT	¥01	00.007,52	
<u> </u>	105000637	2000	Missubishi	FGC25K	5,000x LPG Cushina Tired Forklin	AF82C-03314	005,1	051,9	4,506	4,000	3,500	3,000	RENT	10%	\$2,700.00	- 1
<u> •</u>	10500372	2000	Musubishl	FGC3K	5,000# LPG Cushkon Tired Forklift	AF82C-0300H	7,500	6,750	4,500	000'+	3,500	3,000	RENT	10%	00.007,12	
	105000369	2000	Misubithi	FGC25K	5,000v LPG Cuthlon Tited Forklift	AF82C-03000	7,500	6.750	1,500	4,000	3,500	3,000	RENT	70t	52,700.60	
	105000706	2000	Missubishi	FGC25K	5,000# LPG Cushion Tired Forkills	AF82C-02990	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00	1
•	050007661	3000	Aftrubishi	FGCJSK	5,000V LPG Cushion Tired	AF62C-02938	7,500	6,750	4,500	4,000	3,500	3,000	RENT	2:02	00.007,52	}
<u> </u>	050001531	2000	Missubishi	FGC25K	5,000# LPG Cushlon Tired Forklift	AF82C-02560	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	57,700.00	
	105000104	2000	Misubishi	FGCZSK	S,000# LPG Cushion Tired Forkilin	AF82C-02315	7,500	051.9	4,500	4,000	3,500	3,000	RBMT	10%	\$2,706.00	
<u> </u> .	001000501	3000	Misubishi	FGC25K	S,DOOY LPG Cushion Tired	AF82C-02310	7,500	05£'9	4,500	4,000	3,500	3,000	RENT	10%	52,760.00	
<u> • </u>	901000501	2000	Misubish	FGC25K	5,000# LPG Cushion Tired Forklift	AF82C-02209	7,500	6,750	005'+	4,000	3,500	3,000	RENT	10%	\$2,700.60	1
•	102000111	2000	Misubishi	FGC25K	S,DOOF LPG Cushion Tired Forkiin	AF82C-02208	7,500	6,750	4,500	4,000	3,500	3,600	RENT	10%	52,700.00	
	105000113	2000	Micabishi	FGC25K	5,000# LPG Custion Tirest Forklift	AF82C:02197	7,500	6,750	4,500	4,000	3,500	3,000	RENT	25.01	\$2,700.00	
	105991274	2000	Misubishi	FGC25K	5,000# LPG Cushlan Tired Forklift	AF82C-02143	7,500	6,750	4,500	4,000	3,500	3,000	RENT	9.01	22,700.00	
	1559006531	3000	Misubish	FGC25K	S,000# LPG Cushion Tired Forklift	AF32C-03318	7,500	6,750	4,500	1,000	3,500	3,000	RENT	10%	52,780.00	. [
<u> </u>	02000050	2000	Mitsubishi	FGC25K	5,000# LPG Cushion Tired Forthin	AF82C-90143	7,500	6,750	1,500	4,000	3,500	3,000	RENT	10%	\$1,790.00	i
	1169000250	2000	Misubishi	FGC25K	5,000/ LPG Cushion Tired Forklift	AFB2C-50142	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00	į
	050006931	3000	Nissabishi	FGC25K	5,000/ LPG Cushton Tired Forkilfi	AF82C-90139	7,500	6,750	4,500	1,000	3,500	3,600	RENT	10%	27, 700 00	ľ
	126900050	2000	Musubishi	FGC25K	5,000/ LPG Cushion Tited Forkiti	AF82C-90135	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$0.000,52	T
	050006891	3000	Misubishi	FGC25K	5,000/r LPG Cushion Tired Portifit	AF82C-90127	7,500	6,750	4,500	4,000	2,500	3,000	RENT	10%	52,760.00	
	February 13, 2004 Hunyady Appraisal Source Documen	Z = =											F110: 0	5-06-2005 M2	Printed: 5/9/2005 Filo: 05-06-2005 Master Asset Listxis	

lons of	Assets	Items
CTK V.	Citicapitai	800+ Line

· den	• Сміпа	Year	Make	Madel	Description	Scrial No.	Fair Market Value	ket Valuc	Orderly Liqu	Orderly Liquidation Value	Distrased Value	d Value	Condition	S Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Corrent	Year One		Tio.	*
	05000635L	3005	Missubishi	FGC25K	5,000# LPG Cushion Tired Forklin	AFB2C-90126	7,500	6,750	4.500	4,000	3,500	3,000	RENT	10%	90.007.52
	05001064	2000	Missubishi	FGC25K	S,000# LPG Cushion Tired Forklift	AF82C-03119	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	27,750.00
	05000357	0000	Missubishi	FGC25K	5,000# L.P.G Cushion Tired Forklift	AF82C-02884	7,500	6,750	7,500	4.000	3,500	3,000	RENT	201	04.007,52
	050008741	2000	Misubishi	FGC25K	5.000v LPG Cushlon Tired Forklift	AF82C-90155	7,500	057,8	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
	050007251.	3000	Miksubishi	FGC25K	5,000# LPG Cushion Tired Forklift	AF82C-90132	7,500	6,750	4,500	4,600	3,500	3.000	RENT	10%	\$2,700.00
	050008721	2000	Missubishi	FGC25K	5,000# LPG Cushion Tired Forklift	AFR2C-02944	7,500	057,9	4,500	4,000	3,500	3,000	RENT	10%	52,700.00
	121-20030	2000	Mitsubishi	FGCLSK	5,000# LPG Cushion Tired Forklift	AF82C-50131	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
	050002411	2000	Misubishi	FGC25K	5,000# LPG Cushion Tired Forklift	AF82C-90130	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
	05000164L	2000	Nfisubishi	FGC25K	5,000r LPG Cushion Thred Forklift	AF82C-90100	7,500	6,750	4,500	4,000	3,500	3,000	RENT	201	00:002,53
	050010971	2000	Missubishi	FGC25K	5,000# LPG Custion Thed Forklith	AFB1C-01999	7,500	6,750	4,500	7,000	3,500	3,000	RENT	10%	52,700.00
	050003591	0000	Misubishi	FGC25K	5,000r LPG Cushion Tired Forklift	AFB1C-0294S	7,500	6,750	4,500	4,000	3,500	3,000	RENT	201	\$2,700.00
	05000358	2000	Mizubishi	FGC25K	5,000r LPG Cushing Tired Forklift	AF&2C-02939	7,500	6,750	4,500	4,000	3,500	3,000	RENT	2501	52,700.00
	05090154L	3000	Märubishi	FGC25K	5,000# LPG Cushion Tired Forklin	A F82C-02550	3,500	051,9	4.500	4,000	3,500	3,000	RENT	10%	22,700.00
	05000150	3000	Mikrubishi	FGC25K	5,000# LPG Cushion Tired Forklift	AFB2C-02546	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
	050003971	2000	Mitsubishi	FGC25K-H0	S,000# LPG Cushion Tired Fortilfi	AFR2C-90153	005,1	6,750	4,500	4,000	3,500	3,000	RENT	203	\$2,700.60
	059910271	666	Mitsubishi	FGC25	5,000# LPG Cushion Tired Forklin	AF82C-90032	6,750	6,250	000'7	3,500	3,000	2,600	RENT	201	\$2,340.06
	05991141	6661	htkrubishi	FGC35	5,000/ LPG Cushion Tired Farklik	AF82C-00482	051,0	6,250	4,000	3,500	3,000	2,600	RENT	10%	\$2,346.00
	1+1606650	6661	Mitsubishi	F6C25	5,000% LPG Cushion Tired Forklift	AF82C-90054	052'9	6,250	000'1	3,500	3,000	2,600	RENT	3:01	\$2,340.00
	05000091L	1999	Musubishi	FGC25K	5,000# LPG Cushion Tired Forktiff	AF82C-50059	6,750	05:19	4,000	3,500	3,000	2,600	RENT	10%	72,340.00
	050000861	6661	Misubishi	FGC25K	5,000# LPG Cushion Tired Forkiifi	AF82C-90083	6,750	6,250	000'1	3,500	3,000	2,600	RENT	10%	52,340.00
	05991197L	1999	Mitsublati	FGC25K	5,000# LPG Cushion Tired Forkish	AF82C-50081	6,750	6.250	4,000	3,500	3,000	2,600	RENT	10%	\$2,340.00
	05991026L	1999	Mitsubishi	FGC25K	5,000# LPG Cushion Tired	AF82C-90049	6,750	6,250	4,000	3,500	3,000	2,600	RENT	10%	\$2,340.00
	059911321	1999	Mitsubistsi	FGC25K	5,000# LPG Cushion Tired Forklift	AFB2C-90031	6,750	6,250	000'7	3,500	3.000	3,600	RENT	10%	\$2,340,00
$\cdot $	05991199L	1999	Aflisubishi	FGC25K-HD	5,000# LPG Cushion Tired Forkijn	AF82C-90094	6,750	6,250	4.000	3,500	3,000	2,600	RENT	10.0	W OPE IS
	05991195L	1939	Missubisti	ғастак-на	5,000# LPG Cushon Tired Forklift	AF82C-90085	6.750	6,250	000°+	3,500	3,000	2,600	RENT	10%	22.340.00
•	24000073L:	2000	Misubishi	2FBC20	4,000# Electric Cushion Tired Forkiin	A28C2-21094	6,750	6,150	4.000	3,500	3,006	2,500	RENT	10%	00 052 23
	039902531	6661	MisubishJ	FGC18K	3,500/ LPG Cushion Tired Forkliß	AF81C-00509	6,230	5,750	3,500	3,000	2,600	2,300	RENT	70.2	\$2,070.00
	259805231	1998	Misubishi	FGC25	PG Cushian Tired	AF82B-06238	6,250	5,750	3,500	3,000	2,600	2,300	RENT	10%	80000
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CTK V.	Citicapival	800+ Line

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	Contract	,	Media				Fair Market Value	et Yalue	Orderly Liquidation Value	idation Value	Distressed Yalue	d Value	Condition	2 Disc	LTSR Libuidation
Î			nake	Atouel	Description	Serial No.	Current	Venc One	Cultura	Vent	1	2		1	
	43990353L	1999	Affesublehi	2FDC15-GE	3 (NW Cushina Tited Forking	SCION CORE				THE CHE		Tehr Une		Ila	\$\$
	10000000	5			3.000 LPG Cushing Time	ozimi za	ne)'e	900,4	3,000	2,500	300	2,000	RENT	10%	\$1,800.00
	USUSUSUSUS.			FGC15K	Forklin	AFBIC-00468	5,750	5,000	3,000	2,500	2,300	2,000	RENT	10%	\$1,800.00
	144010001	9002	Missebishi	FB20KT	4,000/ Electric 3-Wheeled Solid Tired Forklin	EFBSB0140	4,500	4,200	2,250	2,000	1,750	1,500	RENT	30.0	51,350.00
	169200080	2002	Mftsubishi	FB16KT	3,000# 3-Wheeled Counterbalances Forklift	EFB4B00281	4,000	3,750	1.800	1,700	1,500	1,300	RENT	10%	\$1,170.00
	030002711	3000	Aficsubishi	FB16KT-36	3,000r 3-Wheeled Counterbalanced Forklift	EFB4800290	000'7	3,750	1,800	902'1	n,sno	1,300	RENT	10%	51-170.00
	030002701	2000	Mitsubishi	FB16KT-36	3,000# 3-Wheeled Councerbalanced Forkish	EFD4800283	4,000	3,750	1,800	1,700	005,1	1,300	RENT	20.0	\$1.170.00
	010002681	2000	Missubishi	FB16KT-36	3,000v 3-Wheeled Councerhalanced Forkin	EFB4100264	4,000	3,750	1.800	1,700	005	1,300	RENT	10.2	\$1.170.00
•	73990212M	6661	11.6	40RTS	40° 4x4 Dual Fuel Self- Propelled Selsor Life	200069851	14,500	13,500	0,500	8,500	8.000	7,000	RENT	203	\$6,300,00
	71990214M	6661	11.0	33RTS	33° 4x4 Self-Propelled Scissor Lift	200070628	7,000	6,230	4,500	057,6	3,500	3,060	RENT	801	\$2,760.00
	M173000054	2000	Л.G	2646E	26' Elector Self-Propelled Scissor Life	120001723	5,500	5,000	3,000	2,700	2,500	1,200	RENT	2,01	\$1,980.00
•	71990207P	1999	זרפ	20VP	19:-75' Electric Self-Prapelled Manifa	130002876	3,250	3,000	1,750	1,500	1,250	1,000	RENT	10%	2900.00
	70991602F	1999	Cusharan	TXT2-2E	Electric Can	1271867	1,750	005,1	1,250	1,000	1.000	008	RENT	701	\$720.00
	61010038F	1007	Crown	50FCTT	5,000# Electric Cushion Tired Lift Truck	94119179	000'11	10,000	8,250	7,500	005'9	6,000	RENT	10%	55,456.00
	61010029F	2001	Crown	SOFCTT	5,000/ Electric Cushion Tired Lift Truck	94119178	009'11	10,000	8,250	7,500	6.500	000'9	RENT	10%	\$5,480.09
	41000169F	1001	Crown	SC4020-30	3,000x Electric Cushton Tired Lift Truck	94118275	11,000	9,500	7,750	6,750	6,500	5,750	RENT	30.5	55,175.00
	61000324F	3000	Сгамл	50FCTT	5,000 Electric Cushion Tired Lift Truck	9A118076	10,000	000'6	7,500	6,750	000'9	5.500	RENT	10%	\$4,950.00
	61010115F	300t	Сгочп	RR5220-35	3,500# Electric Natraw Alute Reach Lift Track	1.4242056	12,500	9,250	8,750	005'9	7,500	\$,500	RENT	10%	\$H,950.00
	6101011317	1002	Crown	RR5230.35	3,500# Electric Narrow Alste Reach Lin Truck	1.4242048	12,500	9,250	8.750	6,500	7.500	5,500	RENT	10%	54,950.00
	61010114F	1001	Сгочп	RR5220-35	3,500F Electric Namow Alsle Reach Lift Truck	1.4242017	12,500	9,250	B,750	6,500	7,500	5,500	RENT	10%	\$4,950.00
	61000300F	1999	Crown	SOFCTT		84111248	000'6	B,000	0,730	000'9	5,500	900'5	RENT	201	5H,500.00
	61000299F	6861	Сгачл	50FCTT	Tired	94111240	900'6	8,000	6.750	000'9	5,500	3,000	KENT	10.0	\$4,500.00
	A16000298F	1999	Сламл	SOFCTT		94111239	000'6	8,000	6,750	9,000	5,500	5,000	RENT	20	\$4,500.00
	61000366F	2001	Crown	RR5020-35	Aisk	14237364	11,500	8,500	8.000	6,000	7,900	5,006	RENT	\$61	\$4,500.00
	61000167F	2001	Crown	RR5020-35	3,500" Electric Narrow Aide Reach Lift Track	14237362	11,500	8,500	8,000	6, 5000	7,000	5,000	HENT	10%	\$4,508.00
	61000368F	2001	Спамя	RR5020-35		14237341	11,500	8,500	8,000	6,000	7,000	3,000	RENT	10.2	54,500.60
	61010126F	1002	Crown	SP3015-30		14242423	005,51	8,250	8,750	627.2	7,500	5.000	RENT	201	54,500.00
	42000004F	1499	Стомп	SC4020-30	Tired	29221176	8,250	7,000	5,750	5,000	2,000	4,250	RENT	20.	\$3,825.00
	61990412F	1999	Crown	SC4020-30	3,000r Electric Cushlon Tired Lift Truck	94112249	8,250	7,000	5.750	3,000	\$,000	4,250	RENT	10%	\$3,825.00
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February 13, 2004 Huwady Appraisal Source Document CTK V: fons of Citicaphal Assets 800+ Line Items

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fnsp •	Contract	act Year	r Make	Model	Description	Sertal No.	Fair Market Value		Orderly Liquidation Value	idatlen Value	Distress	Distressed Value	Condition	S Disc	LTSR Liquidation	
							Current	Year One	Current	Year Oac	Current	Year One		20	:	T
	61000244F	3000	Спочл	RC3020-40	4,000# Electric Stand-Up Rider	14229970	8,000	6,750	000'9	2,000	5 000	DOG F	1	3	25	
	619903935	2000	Crown	RR 5010-45	4,500# Electric Narrow Aiste Reach Lift Track	1A221016	9,000	6,750	6.500	4.750	5			202	53,600.00	
	61000144F	3000	Стомп	RR 5020-45	4,500v Electric Namow Aiste Reach Lift Truck	14229557	000'6	6,750	6.500	5.	9	non'r		13.0	83,600.00	
	61000326F	2000	Crown	RR5020-45	4,500# Electric Namow Aisle Reach Life Truck	1.4235882	8.500	6.750	900	2 2	DC'C	4,000		10%	\$3,600.00	
	41000019	2000	Crown	RR5010-45	4,5004 Electric Narrow Aisle Reach Life Touch	14235323	8.500	0.750	000 Y	DC/.+	000	ost,£		10%	\$3,375.00	D-3
	11600019	3000	Crawn	RR5020-45	4,500# Electric Namow Alate Reach LIR Touck	1.4234205	8.500	6.750	uud 9	UC1.7	200't	3,750		10%	53,775.00	 -
	61000293F	2000	Crown	RR5020-45	4,5000 Electric Narrow Alsle Reach Lift Truck	1A234204	8,500	6,750	80,9	4.750	3,000	3.750		10%	\$3,375.00	
	61000294F	2000	Crawn	RR5020-45	4,500# Etecine Narrow Alale Reach Lift Truck	1A234203	B,500	05.7.30	000'9	4 750	5	1		10%	\$1,375.00	
	61000296F	2000	Crown	RR5020-45	4,500# Electric Narraw Aisle Reach Lift Track	1A234203	8,500	6,750	6,000	5,7	500	DE J.	$oldsymbol{\perp}$	201	375.00	
	6100029SF	2000	Сгомп	RR5020-45	4,500# Electric Narrow Aisle	1 A234201	B.500	0.750	8	2	DON'S	3,730		10%	53,375.00	
	61000145F	1000	Crown	RR5020-45	4,500# Electric Narrow Aish Reach Eift Track	1A229675A1	8,500	6.750	8	000	30,5	1,750		10%	\$3,375.00	
	61000143F	2000	Crown	RR5020-45	4,500# Electric Narrow Aiste	1A229677	8.300	052.9	900	DCT**	000'6	2,730	RENT	201	53,375.00	
	61000142F	2000	Crown	RR5020-45	1	1A229676	E.500	052.9	900	07.	non'c	3,750	RENT	10%	\$3,375.00	-116
	61000146P	2000	Crown	RR5020-45	arrow Atsle	1A229558	8.500	05.29	8		and i	S	RENT	10%	\$1,375.00	-
	489E00019	2000	Crawa	RR5020-45	arrow Aisle	1A228042	B 500	92.9	2001	OCT'S	3,000	3,750	RENT	10%	53,375.00	-
	61000364F	2000	Crown	RR5010-45	arrow Aisle	1A228041	400	97.9	500	ner't	3,600	1,750	RENT	10%	53,375.00	<u> </u>
	61000071F	2000	Crown	RR5020-45	arrow Aisle	CADLCTAL		Orrig	000	BC.	2,000	1,750	RENT	201	\$3,375.00	
	61000107F	2000	Сломп	RR5020-45	Reach Lift Truck 4,500# Electing Narraw Aiste	1.4322808	000.0	0,730	000'9	4,750	5,000	3,750	RENT	10%	\$3,375.00	· ·
	490101019	2000	Спомп	RR5020-35		1.4236709	B.500	000 9	900.0	4,730	3,000	2,750	RENT	20	50,375.00	ayı
	61000325F	2000	Crown	SP3010-30	and-Up Rider	14236733	B,250	000'9	\$ 730	03.0	7,000	7,300	RENT	202	\$3,150.00	
	61010117F	2000	Crown	SP1010-30	inc Stand-Up Rider	14236732	8.250	6,000	5.750	856.7	3	No.	KEN	10%	53,150.00	
	61010066F	2000	Crown	SP3010-30	tric Stand-Up Rider	1A33673D	8,250	000'9	5.750	Sc.,	900 5	005/5	KENT	10%	53,150.00	
\int	61500350F	2900	Crown	SP3010-30		1.4228825	8.250	0.000	5,750	1.150	90	00°''	KENI	10%	23,150.00	
	61000361F	2000	Crown	0£-010£it\$	iric Stand-Up Rider	14127152	8,250	000'9	5.750	U3C 7	3	300	KEN	10 x	53,150.00	•
	62000017F	2000	Спомп	SP3015-30	ric Stand-Up Rider	19225761	8,250	0009	3 750 A	96.	3,000	97.	RENT	20.0	\$3,150.00	ug
	62000016F	2000	Сти	SP3015-30	iric Stand-Up Rider	14225760	8.250	9	0,7,0	RE .	om'c	3,500	RENT	10%	\$3,150.00	CIL
	6200001 SF	000t	Crawn	SP3015-30	nc Scand-Up Rider	1.4225759	8,230	000.9	27.097.	96.5	3,000	3,500	RENT	10%	83,150.00) 12
	61000327F	3000	Crawn	573020-30	inc Stand-Up Ritter	1.4235846	036.0	1 8	200	7	3,000	3,500	RENT	10%	\$1,150.00	
Feb	February 13, 2004	38			Stockpicker		a,23U	000'9	5,750	4,250	5,000	3,500	RENT	10%	53,150.00	

February 13, 2004 Hunyady Appraisal Source Document

Printed: 69/2005 File: 05-06-2005 Master Asset List.xis CTK V ions of Citicapital Assets 800+ Line Items

	S-CV									-		ner 8						bracket	3 8								age 50 of 111					
-	+	*	53,150.00	53,150.00	53,150.00	1 150 00		33 150 00	53,150.00	\$3,150.60	53,150.00	\$3.150.00	\$3,150.00	53,150 00	\$3,150.00	\$3,150.00	00 051,130 00	00 051 13	00 051 53	50 651 65	UC1,24	_	53,150.00	\$3,150.00	\$3,150.00 \$3,150.00 \$3,150.00	\$3,150.00 \$3,150.00 \$3,150.00 \$3,475.00	00 051,52 00 051,52 00 051,52 00 0572,53	\$3,150.00 \$3,150.00 \$1,150.00 \$2,475.00 \$2,475.00	53,150 00 53,150 00 53,150 00 52,475,00 52,475,00	\$3,150 00 \$3,150 00 \$3,150 00 \$2,475.00 \$2,475.00 \$2,475.00	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$3,150 C \$3,150 D \$1,150 D \$2,475 D \$2,475 D \$2,475 D \$2,475 D \$2,475 D \$2,475 D
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Canditian				RENT	RENT	RENT	BENT	1111	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	RENT	1.60	KEN		RENT	RENT	RENT RENT RENT	RENT RENT RENT	RENT RENT RENT RENT	RENT RENT RENT RENT RENT RENT	RENT RENT RENT RENT RENT RENT	RENT RENT RENT RENT RENT RENT RENT RENT	RENT RENT RENT RENT RENT RENT RENT RENT
Distressed Value	Year One			3,500	3,500	1,500	3.500			3.500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,000	2,500	2 600	3,500	3,500	3,500	3,500	3,500 3,500 2,750 2,750 2,750	3,500 3,500 2,750 2,750 2,750 2,750	3,500 3,500 2,750 2,750 2,750 2,750	3,500 3,500 2,750 2,750 2,750 2,750 2,750	3,500 3,500 2,750 2,750 2,750 2,750 2,750
	Carrest				2,000	9,000	5,000						5,000	2,000	3,000	5,000	000'5	5,000	2,000	5,000	2,000		\$ 0000	\$,000	3,000	3,750	3,000	3,750 3,750 3,750	3,000 3,750 3,750 3,750	3,000 3,750 3,750 3,750 5,750 1,750	5,000 3,000 3,750 3,750 3,750 3,750 3,750	3,000 3,750 3,750 3,750 3,750 3,750 3,750
Orderly Liquidation Volue	Year One				4,250	0 4,250	0 4,250							4,250		4,250	4,250	4,250	4,250	4,250	4,350	95.4		4.230	4,250	3,750	3,750	4,230 3,750 3,750 3,750	4,250 3,750 3,750 3,750	4,230 3,730 3,730 3,730 3,730	4,250 3,750 3,750 3,750 3,750 3,750	4,230 3,730 3,730 3,730 3,730 3,730
Orderly Li	Current				5,750	5,750	5,750	5.750						3,750	5,750	5,750	5,750	5,750	5,750	5,750	\$,750	5,750	_	5,750	\$,750	5,750	4,750	4,750	4,750 4,750 4,750	4,730 4,730 4,730 4,750	4,750 4,750 4,750 4,750 4,750 4,750	4,730 4,730 4,730 4,730 4,730 4,730 4,730
Falr Market Value	Year One	900.9			6,000	000'9	000'9	900'9	6 000		p'or'd	900'0	OCOT'G	000.0	9,000	000'9	000'9	900'9	6,000	9,000	000'9	000'9	1	000'9	000'9	0,750	057,4	067,4	6,000 4,750 4,750 4,750	6,000 4,750 4,750 4,750 4,750	6,000 4,750 4,750 4,750 4,750 4,750	0,000 0,730 0,730 0,730 0,730 0,730 0,730
Fatr Ma	Current	8,250	03 C R		8,250	8,250	8,250	8,250	8.250	97.0	north o	a co	מינים	00-19	8,750	8,250	8,250	8,250	8,250	8,250	8,250	8,250	8 360	100	6,73	6,750	057,9	027,8	0.75.9	067.9	087.8 087.8 087.8 087.8 087.8	0.87,8 0.87,8 0.87,8 0.87,8 0.87,8 0.87,8
Seed al No.		1A228568	1,423,6735	1,472,127	777 (720)	1A231220	91216241	81516571	לובונבאו	1,4231216	1,4231235	14231214	14228576	2130121	A 278 CT.	7,000	1.4.228373	14228572	14228571	1A228570	1A228569	1A228567	1A228566		1A213396	1.4213396	1A213396 1A213308 1A213293	213396	1A213308 1A213203 1A213273	1A213308 1A213293 1A213273 1A213196	(2) (2)	1A213396 IA213398 IA213293 IA213273 IA213125 IA213125 IA213103
Description		2,000tr Electric Stand-Up Rider Stockpleker	3,000# Electric Stand-Up Rider	inc Stand-Up Rider	anc Stand-Up Rider	Stackpicker	Stackpicker	3,000r Electric Stand-Up Rider Stockpicker	ric Stand-Up Rider	tric Stand-Up River	3,000sr Electric Stand-Up Rider	vic Stand-Up Rider	and Stand-Up Rider	anc Stand-Up Rider	inc Stand-Up Rider	aric Stand-Up Rider			<u> </u>			3,000# Electric Stand-Up Rider	3,000# Electric Stand-Up Rider					farrow Aisterrow	darrow Ausk darrow Ausk darrow Ausk darrow Ausk darrow Ausk	y y n n n	, , , , ,	y 1 1 1 1 1 1 1 1 1
Model		SP3040-20	SP1040-30	573040-30	501040-10		SP3040-30	523040-30	SP3040-30	SP3040-30	SP3040-30	SP3040-30	SP30-10-30	SP3040-30	SP3040-30	SP1040-10	or each	OC-BLOCAF	SP3640-30	SP3040-30	SP3040-30	SP3040-30	SP3040-30	40000	KR3U20-43	RR5020-45	RR5020-45	RR5020-45 RR5020-45 RR5020-45	RR5020-45 RR5020-45 RR5020-45 RR5020-45	RR5020-45 RR5020-45 RR5020-45 RR5020-45 RR5020-45	RR5020-45 RR5020-45 RR5020-45 RR5020-45 RR5020-45 RR5020-45	RR5020-45 RR5020-45 RR5020-45 RR5020-45 RR5020-45 RR5020-45 RR5020-45
Make		Сгомп	Слама	Спамя	Crown		Спамл	Crown	Crown	Crown	Crown	Crown	Crown	Crown	Crown	Crown	Cross		Сложл	Crown	Сгомп	Сламп	Crawn	Cmma								
Year		2000	3000	3000	2000	- 1	Γ.	2000	2000	2000	2002	2000	3000	882	2000	2002		1			og	3000	3000 2000	1993	Т							
Contract		61300129F	61010067F	51000190F	61000189F	1000000	01000187F	61000186F	61D00185F	610001846	610001835	61000181F	61000137F	61000136F	61000135F	61000134F	61000133F	1000	61000132F	TIC IONNI	910001301	61000128F	61000127F	61000363F		61990295F						
Insp •							1		-	~	-			9	-	<u>ق</u>	1 2	+5	e 3	+	ē	=	-	ā		š	2 2	9 9 10	919 911	616 617 618	919 919 919 919	615 615 615 619

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Case 2:03-cv-02605-JDB-STA Document 43 Filed 08/01/05 Page 51 of 111 PageID 129

CTK V. ions of Citicaph... Assets 800+ Line Items

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<u> </u>																
Tasp.	Contract	Year	Make	Madel	Description	Serial Na.	Fair Market Value	iet Value	Orderly Liquidation Value	Idation Value	Distressed Value	d Value	Condition	% Disc	LTSR Liquidation	
							Current	Year One	Current	Year One	Current	Year One		Į,	٤	T
	610004985	1999	Спамп	Rn5020-45	4,500# Electric Narrow Aisle Reach Lift Truck	1,4213013	6,750	4,730	4,750	3,750	3,750	2,750	RENT	201	Š	
	61990291F	1999	Сгомп	RR5080S-45	4,500# Electric Narrow Aisle Reach Lin Truck	14211566	6,750	4,750	4,750	1,500	7,000	2.750		56	02:473.00	
	61990338F	1939	Crown	30SP36TT	3,000r Electric Sund-Up Rider Stockpicker	I A214686	2,000	4,500	3,750	3.375	3,000	2 700		Ž .	25,473.00	
	47EE00619	1999	Crown	30SP36TT	3,000# Electric Stand-Up Rider Stockpicker	1.1.214676	\$,000	4,500	3,750	3,3%	3,000	7 700		2 3	52,430.DG	
	61000108F	1999	Crown	SP3020-30	3,000# Electric Stand-Up Rider Stockpicker	1A218395	5,750	4,250	osc,	1.000	3.500	55		r i	\$2,430.00	- 1
	61990012F	1999	Crown	SP3040-30	3,000# Electric Stand-Up Biller Stockpicker	1A205302	5,750	4,250	057,4	3,000	3.500	100	NEW!	10.8	22,250.00	
	£11006619	1999	Crown	SP3040-30	3,000# Electing Stand-Up Rider Stockpicker	14205379	5,750	4,250	\$2,	3,600	3,500	3.500	BENT	* DOY	00.052,53	
	41990010F	1999	Crown	SP3040-30	3,000# Electric Stand-Up Rider Stockpicker	1A205295	5.750	4,250	4,250	3,000	3.500	, 400	L de	8	52,250.00	
	61990044F	1999	Crown	SP3040-30	3,000# Electric Stand-Up Rider Stockpicker	1A205282	051,2	4,250	82,	3,000	3.500	005 (ren o	201	22,250.00	
	619900-13F	1999	Crown	SP3040-30	3,000# Electing Stand-Up Rider Stockpicker	1.4.205.276	\$,750	4,250	02,4	3,000	3.500	2,500	DENT.	801	51,256,00	,-
	61980451F	1978	Сгомп	RR5020-45	4,500/ Electric Narrow Aisle Reach Lift Truck	1A203455	4,750	3,700	3,730	2,700	2,750	, S	FNEW	70	22,230,00	
	619£0452F	1998	Crown	RR5020-45	4.500# Electric Namow Aiste Reach Lift Truck	1A203411	4,750	3,700	3,730	2,700	2.750	300		en :	22,070.00	
	61980450F	1998	Crown	RR5020-45	4,500/ Electric Narrow Aishe Reach Lift Truck	1,4203395	4,750	3,700	3,750	2,700	2.750	700.	BENT	407	\$2,070.00	
	61980453F	8661	Crawn	RR5020-45	4,500# Efector Namow Aisle Reach Lift Truck	1A203365	4,750	3,700	3,750	3.700	2.750	130		to 3	\$2,670.00	
	6198049F	1998	Сгоwп	RRS020-4S	4,500/ Electric Narraw Aiste Reach Lift Track	14203352	4,750	3,700	3,750	1.700	2.750	, ,	NEW!	*	22,070.00	
	61980440F	8661	Crown	RR5020-45	4,500# Electric Narrow Aiste	14203173	4.250	002 -	1 750	52 5			No.	10%	\$2,070.00	
	61980245F	1998	Crown	RR50805-45	4,500# Electric Narrow Alste	14196391	97.	2 2	ac i	8/:	2.730	2.300	XEX.	10.2	\$2,670.00	
	6198038BF	1998	Ciowa	513040-30	3,000# Electric Stand-Up Rider	1,4202764	052.7	900	DEC'T	2,700	2,730	2,300	HENT	10%	\$2,070.00	
	61010125F	2001	Crown	PE3540-60		64190774	3.500	3 600	800	S 5	DC. 1	008'-	RENT	10%	51,620.00	
	61010124F	1001	Crown	PE3540:60	Beant Rider Pallet	6A190735	3,500	3,000	900 2	1 750	28	10 co	HENT	201	\$1,260.00	
	61000196F	3000	Сгомя	PE3540-60	6,000# Electric Rider Pallel Truck	6A182221	3,000	2.500	052,1	200	2 007	. 2	AENI	<u>- -</u>	\$1,260.00	
	41000199F	2000	Спомп	PE3540-60		6A182219	3,000	2,500	1,750	005,1	004	98	INGW INGW	3 0	51,080,00	
	61D00198F	3000	Сгочл	PE3540-60		6A182218	3,000	2,500	1,750	1,500	00,1	300	ENT ENT	~	37,030.00	
	60000088F	2000	Сгомп	PE3540-60	6,000s Electric Rider Pallet Truck	6A180018	3,000	2,500	1,750	905'1	90	300	500		21,080.00	
	410001978	2000	Сгомп	PE3540.60	6,000# Electric Rider Palier Truck	6A182220	3,000	2,500	1,750	1,500	24	8		4	\$1,080.00	Ĭ
	5900001BF	2000	Сгомп	WAV50-84	STITE Work Assist	94116536	2.500	2,000	905,1	1.306	902	2	NCM PERMI	301 E	\$1,080.00	
	59000019F	2000	Crown	WAV50-84	itic Work Assist	94116256	2,500	2,000	005'1	1 300	100		KENI	20.2	\$900.00i	
	F61960060	9661	Сгомп	30SP36TT	Rider	1A168888	05.1	i 10%	596	Š		2	+	- - - - - - - - - -	5900.00	
Feb	February 13, 2004] 						225	276	3	067	675	RENT	10%	\$607.50	

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- qzn	Contract	Year	Nske	Model	Description	Sertal No.	Fair Market Value	et Volue	Orderly Efquidation Value	dation Value	Distresse	Distressed Volue	Condition	भाग क	LTSR Liquidation	
							Current	Year One	Current	Year One	Current	Year One		ΩŪ	\$5	
	F56990055	1699	Слочп	PE3520-60	6,000/ Electric Rider Paller Truck	6A169179	000'1	006	980	450	90	350	RENT	10.01	5315 00	
	F60970223	1997	Crown	PE3520-60	6,000# Electine Rider Pallet Truck	6A146293	COS	750	905	375	330	275	RENT	201	95 6763	
	170000304		Cascade	35D-MT1832M	3-Suge Forklif Mast (Companent)	103807 (S/N Incorrect)	305	306	150	150	001	98	RENT	Š	25.003	
	P70000305		Cascade	35D-MT1832M	3-Stage Forklift Mass (Component)	103807 (S/N Incorrect)	5002	2005	130	130	100	90	RENT	1 5	00.003	
	170000301		Cascade	35D-KITIBS3K	3-Stage Forklift Man (Component)	103807 (S/N Incorrect)	2005	005	951	150	100	901	RENT	ž	00.00	
	70001815P	2000	Bendi	B40/48E-180D Series	4,000# Electric Namow Aisle Articulating Lift Track	D40-48-012B-01676	30,000	27,000	20,000	17,500	15,000	13 900	I L	5	DO DO	
	70991734P	6661	Bendî	B40E-1E0D	4,000 Electric Narrow Aisle Anticulating Lift Track	B40905K010B3	27,000	24,500	17,500	15,000	13,000	11,590	RENT	* ±	00.000.000	
•	65990024A	1998	Powerboss	TC/1 III-SSE	Rider Sweeper/Serubber	9921058	7,500	6,250	3,750	3,000	1,500	1,000	POOR	20%	Windshire WWW	
•	050007671	3000	Mitsebishi	FGC25K	5,000# LPG Cashion Tired Forklift	AF82C-02993	7,500	6,750	4,500	D00,4	3,500	3,000	Poor	ş	00 000 03	
	05000239L	0000	Misubishi	FGC25K	5,000# LPG Cushion Tired Forklift	AF82C-02778	7,500	6,750	4.500	000'7	38.5	3,000	POOR	ğ	8 909	
•	125100050	2000	Misubistsi	FGC25K	5,000# LPG Cushion Tired Forklin	AF82C-02562	7,500	6,750	4,500	4,000	3,500	3,000	POOR	×05.	01 100 co	
$\cdot \mid$	050003961	2000	Mitsublishi	FGC25K	5,000r LPG Cushion Tired Forkin	AF82C-02561	7,500	6,750	4,500	000'+	3,500	3,000	POOR	50%	\$1.500.00	
•	115100030	2000	Missubishi	FGC25K	5,000s LPG Cushion Tired Forklin	AF82C-02548	7,500	6,750	4,500	4,000	3,500	3,600	POOR	\$0%	5000	
•	050001551	2000	Mitsubisht	FGC25K	5.000/ LPG Cushion Tired Forklife	AF82C-02547	7,500	052,9	4,500	4,000	3.500	3,000	POOM	\$03	200000	
•	105000120	3600	Mitsubisht	FGC2SK	5,000# LPG Cushlen Tired Farklin	AF82C-02365	7,500	6.750	\$5	90,4	3,500	3,000	FOOR	\$68	20.000	
	601000501	0002	Mhsubishi	FGC25K	5,000% LPG Cushion Tired Facklift	AF81C-02308	7,500	6,750	4,500	000'+	3,500	3,000	PDOR	30%	51, 560,00	
•	050001861		Missubishi	FGC25K	5,000# LPG Cushion Tired Forklift	AF82C-03305	7,500	6,750	4,500	4,000	3,500	3,000	POOR	20%	51,500.00	
•	102000103	002	Misubishi	FGC2SK	5,000v LPG Cushion Tired Forklift	AF82C-02242	7,500	6,750	4,500	7.000	3,500	3,000	POOR	20%	51.580.00	u
•	059912381	2000	Mitsubishi	FGC25K	5,000/ LPG Cushion Tired Forbiifi	AF82C-02198	7,500	6,750	4,500	4,000	3,500	3,000	POOR	50%	\$1.500.00	9 -
	105000108	2000	Misubishi	FGC25K	5,000# LPG Cushion Tired Forktin	AF82C-02194	7,500	6,750	4,500	4.006	3,500	3,000	POOR	30%	\$1.500.00	_
•	U\$000651L	2000	Missublefii	FGC25K	5,000# LPG Cushian Tired Forklift	AF82C-03317	7,300	6,550	4,300	3,800	3,300	2,800	POOR	50%	11-100 00	
•	25990741L	6661	Misubistil	FGC25K	5,000/ LPG Cushion Tired Forklin	AF82C-009/1	052'9	6,250	4,000	2,500	3,000	2,600	POOR	203	\$1,308.00	
•	050000881	1999	Misubishi	FGC25K-H0	5,000/ LPG Cuchion Tired Forbiish	AF82C-96093	6,750	0.2.8	4,000	3,500	3,000	2,600	POOR	20.5	00 POL 13	_
	103990408	V 6661	Afisobishi	FGC15K	3,000# LPG Cushion Tired Forklift	AFB1C:00823	5,750	3,000	3,000	2,500	2,300	3.000	POOR	ğ	11 000 00	
	105971327	1997 A	Mitsublshi	2FDC2SE	5,000# Electine Cushion Timul Forklift	A2BC720312	5,500	4,750	2,750	1,250	1,000	1.750	400g	2 5	OO YEAR	igc
	1692066++	1999	Nissablai	FH20KT	4,000# Electric 3-Wheeled Safid Tired Forkhii	EFB503006	4,200	3,900	2,000	1,700	1.300	300	NOON	3	30.2.485	טו
	143990369	1999 N	Misubishi	FB16KT	3,000# Electine 3-Wheeled Counterbalanced Forktifi	EF154800148	3,750	3,500	1,700	1,500	1,300	7,200	8004	Š	On the second	100
•	610000841	2000	Misubishi	Phiwrio	der	PMWR32477	1,350	1,200	750	0.07	350	95	aciua	, s	DO COSTA	
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CTK V. ions of Citicaphal Assets 800+ Line Items

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Ì		İ					Current	Year One	Cutrent	Year One	Current	Year One		Ш	\$\$
	520000031	1999	Milsubishi	PMWZD	4,000# Electric Walkie Paller Truck	PMW25088	001'1	1,000	650	009	200	420	POOR	50%	00'5173
-	153990072	1999	Mitsubishi	PMWR30	6,000# Electric Walkie Rider Pallet Track	PAIWR32350	200	200	300	300	300	200	POOR	50%	\$100.00
•	70981584P	1998	Lift.A-Loss	ANIR40-22	Aniculated Electric Self- Propelled Manifi	AMRJ21	12,250	11,000	5,000	4,500	4,000	3,500	POOR	\$0%	\$1,750.00
	73900206P	1999)LG	3969		70685	7,000	6,250	4,500	3,750	3,500	3,000	POOR	50%	\$1,500.00
	F73990208	1999	ורפ	2037E	20' Electric Self-Propelled Scissor I.In	200066769	000,7	6,250	4,500	3,750	3,500	3,000	POOR	50%	\$1,500.00
•	P05961313	1996	q qq	HLF25C		1031K	5,000	4,500	3,500	3,000	2,750	2,500	roor	50%	\$1,250.00
٠	05981515P	9661	dlalla	HLF25C	5,000# LPG Cushion Tired Forkili	1197K	2,000	4,500	3,500	3,000	2,750	2,500	POOR	\$03	\$1,250.00
•	279700130	1661	Factory Cat	35	Electric Walkie Floor Scrubber	G135-520	2,000	1,700	1,500	j.+90	1,200	1,100	POOR	20.2	\$550.00
•	170981585	1998	Factory Car	3.5		HF35-1404	1,500	1,300	1,200	000'1	1,000	750	POOR	\$08	\$175.00
•	61000278F	3000	Crown	RC3010-35		27818272	005,7	6,250	5,500	4.580	D05"+	3,500	POOR	%05	\$1,750.00
	61000065F	900	Crown	SP3040-30		1.4220382	8,250	6,000	5,750	4,250	000'5	3,500	POOR	\$0.%	\$1,750.00
· -	F58990015	1999	Crown	RC3026-40		14219231	052'9	5,750	3,000	4,000	4,000	3,000	PODR	20%	\$1,500.00
•	F58990012	1999	Crown	RC3020-40	4,000# Electric Stand-Up Rider Lift Truck	1A219 <u>22</u> 9	6,750	5,750	3,000	4,000	4,000	3,000	POOR	50%	\$1,500.00
•	F58690019	1999	Crown	RC3030-40	4,000# Electric Stand-Up Rither Lift Track	יונפובאו	6,750	3,750	000'5	4,000	4,000	3,000	POOR	50%	\$1,500.00
•	158990026	1999	Crown	RC3020-10	4,000# Electric Stand-Up Rider Life Truck	14219376	6,750	5,750	5,000	4,000	4,000	3,000	POOR	50%	\$1,500.00
	F58990027	6661	Crawn	RC3020-40	4,000# Electric Stand-Up Rider Lift Truck	14219312	6,750	5,750	2,000	4,000	4,000	3,000	POOR	50%	\$1,500 00
•	F58990018	1999	Crown	RC3020-40	4,000F Electric Stand-Up Rider Lin Truck	1,4219311	6,750	5,750	2,000	4,000	4,000	3,000	POOR	\$0%	51,500.00
•	F58990016	1990	Стамп	RC3020-40	4,000# Electric Stand-Up Rider Lift Truck	1A219232	6,750	5,750	5,000	4,000	4,000	3,000	POOR	20%	\$1,500.00
•	F58990024	1999	Crown	RC3020-40		14219227	051,0	5,750	000'\$	4,000	4,000	3,000	POOR	205	\$1,500.00
•	61990352F	6661	Crawn	RC3020-35	3,500# Heetric Stand-Up Rider Llft Truck	18217135	6,250	9,000	4,500	3,500	3,500	2,500	POOR	\$0.5	\$1,250.00
•	61990350F	1999	Crown	RC3020-35	3,500# Electric Stand-Up Rider Lift Truck	08171301	6,250	2,000	4,500	3,500	3,500	2,500	POOR	\$0.%	\$1,250.00
•	3£5£06619	6661	Crawa	RC3020-35		1A217138	6,250	3,000	4,560	3,500	3,500	2,500	POOR	\$0\$	\$1,250.00
•	449 <u>80251</u> F	1661	Сгоча	RC3020-40-5	4,000s Electric Stand-Up Rider . Lift Trick	14178145	4,750	3,750	3,000	2,250	2,000	1,500	PODR	\$0.8	\$750.00
٠	52980010)F	1998	Сгомп	TWR3540-200	10,000# Electric Walkie/Rider Tow Tractor	6A160873	1,000	950	800	750	200	450	POOR	\$0%	52.5.00
	M73970445	1997	Condor	3146		8559700н	2,500	2,200	1,700	1,500	i,400	005,1	POOR	\$0%	\$600.00
	7.000.6194	1996	BT/Prime Mover	OE35	3,000r Electric Order Picker Lift Truck	06336288001	005'9	027,2	3,250	2,730	2,500	2,200	roor	20.0	51,100.00
	700001428	2900	Unknown	X10021000		126 9562	0	· ·	D	0	O .	0	LEASE		\$0.00
	V87990540			18-E125-17	36-voli Battery	XF146087	÷	45	0	0	0	0	0 gary salisbury 4/28	T.01	20:05

jons of	Assets	Items
CTK V	Citicaphai	800+ Line

Jas	Jasp * Coutract	ract Year	ar Make	Model	Description	Series	Fair Market Value		Orderly Liquidation Value	atlan Value	Distressed Value	d Value	Confision	100	
							Current	Year One						37110	LTSR Liquitation
	170001881		Unknown	7667	CUSHMAN CART	1367137	+-			Year One	Current	Year One		Ę	88
	P70001883	_{E2}	Unknown	76084	CUSHMAN CART	1354769	2 6	3 6	a 1	6	9	Q	G00D	3.0	\$0.00
	44000005A	1999	9 Powerboss	155/82	Rider Sweeper/Sentiber	1131040	⇒	5	e	9	o l	0	GOOD	25.0	\$0.00
	218086077	1998	8 Powerbass	155/82	Rider Sucremer/Sembler	no octan	067,61	14,000	7,750	7,600	3,750	3,250	0000	8.0	\$1,250.00
<u></u>	260003681	31, 2000	O Aflesubishi	FG30K	6,000/ LPG Pheumatic Tired	35072560	14,000	12,500	7.600	6,250	3,250	2,750	GOOD	0.75	22,750.00
	110990050	500 2000	6 Aftesubistii	FGC40K	8,000r LPG Cusbian Tired	AF(31-13+49)	9,250	8,500	5,750	5,250	4,750	4,250	000D	%0	54,230.00
•	055011391	91 2000	0 Mitsubishi	FGC25K	5,000v LPG Cushlon Tired	Are/10034	9.250	8,250	6,250	5,000	4,500	4,000	COOD	25.0	54,000.00
•	1229000231	2002) Missublshi	FGC25K	5,000v LPG Cushion Tired	AF82C-03374	7,500	6,750	005.4	000,4	3,500	3,000	GOOD	0%	\$3,000.00
	050007641	1000	Micubishi	FGC25K	5,000# LPG Cushion Tired	A FROM COURTS	006.1	6,750	4,500	#:000	3,500	3.000	COOD	20	\$1,000.00
•	1.05000371	1 2000	Mitsubishi	FGC25K	5,000v LPG Cushion Tired	A Experience of the second	7,500	6,750	4,500	4,000	3,500	3,000	GOOD	80	\$3,000.00
•	050004011	7 2000	Misubishi	FGC75K	5,000# LPG Cushlan Thed	AF817 A1118	7,500	6.750	4.500	4,000	3,500	3,600	GOOD	20	53,800.00
	156800050	1 2000	Misabishi	FGC25K	5,000# LPG Cushion Tired	AFE2C-02551	7,500	6,730	4,500	4,000	3,500	3,000	GOOD	80	\$3,000.00
	05000156	1 2000	Misubishi	FGC25K	5,000v LPG Cushion Tired	AFB2C-02549	8 8	nc/'n	7,500	+,000	3,500	3,000	GOOD	0.2	\$3,000.00
•	105000102	2000	Misubishi	FGCTSK	5,000 LPG Cushlon Tired	AF82C-02280	anne's	0,730	4,500	7,000	3,500	3,000	GOOD	3.0	53,000.00
•	102000110	3000	Missubishi	FGC25K	5,000r LPG Custion Tired	AFRICANNIA	onc',	0,730	+,500	4,000	3,500	3,000	COOD	*	\$3,000.00
•	105000107	2000	Aflisubishi	FGC25K	5,000v LPG Custion Tired	AF83C-03303	DOC,7	6,750	4,500	4,000	3,500	3,000	G00D	2.0	53,000.00
	105000370	2000	Atisubishi	FGC25K	5,000# LPG Custinn Tired	AF63C-03003	one',	0,730	4,500	4,000	3,500	3,000	GOOD	750	\$3,000.00
•	105000116	1000	Nitrabishi	FGC25K	5,000 LPG Custion Tired Fortile	AF82C-02312	7.500	6,750	7,500	000'+	3,500	3,000	GOOD	16	\$3,000.00
	16+100050	2000	Missebishi	FGC25K	5,000# LPG Cuthion Tired Forkijn	AF82C-02545	1 500 L	057,0	4,500	4,000	3,500	3,000	000p	0.3	\$3,000.00
	059912400	3000	Micubishi	FGC25K	5,000# LPG Cushion Tired	AF82C-02283	100	0.5	4,500	4,000	3,500	3,000	0000	0.36	\$3,000.00
	05991239L	2000	Mitsubista	FGC25K	5,000# LPG Cushion Tired Forkijn	AF82C-02282	7.500	5 5	POC.	000,4	3,500	3,000	GOOD	 %0	23,000.00
	050001631	2000	Misubishi	FGC25K	Г	AF82C-02205	7 500	s	Paris Contract of the Contract	000	3.500	3,000	GDGD	25.0	53,000.00
	050002431	2000	Musubishi	FGC25K	1_	AF82C-90138		0.750	0000	4,000	3,500	1,000	G00D	¥.0	53,000.00
•	D\$000408T	2000	Mitubisid	FGC25K-110		AF82C-90134		9		4,000	3,500	3,000	0000	0%	53,000.00
•	050003940	2000	Mitsublshi	FGC25K-H0		AF82C-90117		DC/ 10 52 5	ORC T	7 DOO	95,	3,000	G000	250	53,000.00
•	050004021	2002	Misubishi	FGC3SK	LPG Cushion Tired	AF82C-07694		DCC'D	4.300	7,000	3,500	3.000	GOOD	98	53,000,00
•	105000117	2000	Mitsubishi	FGC25K		AF82C-02506		0,000	4,300	3,800	3,300		0000	0.0	52,800.00
	721018690	1998	Misubishi	FGC33	PG Cushion Tired	\$CSOUNCS)		000	9F.+	3,800	3,300	2,800	G00D	3.0	\$2,850.00
ڊ <u>ئ</u>	February 13, 2004	2007			1		6,730 8	6,250	4,000	3,500	3,000	2,600	GOOD	250	22.690 00

Case 2:03 cy-02605-JDB-STA Document 43 Filed 08/01/05 Page 54 of 111 PageID 132

CTK V ions of Citicapital Assets 800+ Line Items

	٢		$\overline{}$	Т	T	T-		-	7-		-γ -	-	-,		-				-,			-,									
		LTSR Liquidation	\$\$	\$2,500.00	\$1,750.00	\$1,200.00	\$700.00	5800.00	\$2,750.00	52,700.00	22,500.00	22,500.00	52,500.00	\$2,500.00	00'0523	\$700.00	52,500.00	53,375.00	12,625.00	90'051'13	\$2,250.00	\$2,250.00	\$2,250.00	52,258.00	\$2,250.00	\$2,062.50	\$1,950,00	\$1,959.60	\$1,950.00	51,725.00	\$975.00
		S. Disc	πa	8,0	20	*	3,0	86	350	2.0	2,0	7,0	%0	5,0	100	250	250	25%	25.5	25.5	35.5	25%	35%	38%	25%	3.5%	25%	35%	25%	25%	25%
Control Test Test		Condition		GOOD	GOOD	GOOD	GOOD	0000	G 005	G00D	GOOD	GOOD	GOOD	GDOD	СООБ	COOD	GOOD	FAIR	FAIR	FAIR	FAIR	FAIR	FAIR	FAIR	FAIR	FAIR	FAIR	FAIR	FAIR	FAIR	FAIR
Courtier Ver	-	i Value	Year One	2,500	1.750	1,200	780	908	2,750	1,700	2,500	2,500	2,500	2,500	গ্ন	700	2,500	4.500	3,500	3,000	3,000	3,000	3,000	3,000	3,000	2,750	2,600	2,600	2,600	2,300	1,300
Control Year Make Maked Description Sociation Sociation Common Common Versilian Common Versilian Common Versilian Common Versilian Common Versilian Ver		Distresse	Current	3,000	2,000	1,300	909	000'1	3,750	3,000	3,500	1,500	3,500	3,500	390	008	2,750	5,000,2	4,000	3,500	3,500	3,500	3,500	3,500	3,500	3,230	3,000	3,000	3.000	2,600	1,500
Control Year Make Makel Discription Scriat No. Control Year	-	dation Value	Year One	3,500	2,250	300	8	1.000	3,750	3,500	3,500	3,500	3,500	3.500	338	006	3,200	5,500	4,500	4.000	4,000	4,000	000'+	4,00G	4,600	3.500	3,500	3,500	3,500	3,000	1,700
1447-2015 2000 Minadabia 170C.20 140000 Entrito Canalina Tree Activative Activat		Orderly Liqui	Current	4,000	2,500	1,700	1,000	1,250	4.750	3,750	4,500	4,500	4,500	4,500	375	000'1	3,500	9,000	3,000	4,500	4,500	4,500	4,500	005'+	4,500	4,000	000.7	4,000	4,000	3,500	2,000
24000721 2000 Misuadata 179Cap 4,0000 Enstruc Camina Tries 7810011 78100		es Value	Year One	6,250	4,500	3,500	1,300	1,500	4,750	4,500	000'9	000'9	900'9	3,000	450	1,300	0,000	000'6	7,500	05,730	6,750	6,750	6,750	6,750	05.7.80	6,250	6,250	6,250	6,250	5,750	3,900
140000721 2000 Misuabish 7FDC20 4,0004 Electric Cushion Tried A3DC23 140001515 1977 Misuabish 7FDC20 4,0004 Electric Cushion Tried A3DC23 144702155 1977 Misuabish 7FDC20 4,0004 Electric Cushion Tried A3DC23 144702155 1977 Misuabish 7FDC20 4,0004 Cushion Tried Portlit 7FA0031 17500		Fair Mari	Current	6,730	000'\$	3,750	1,500	1,750	051,9	5,000	7,250	021,1	7,250	6,250	200	1,500	6,500	10,600	B,250	7,500	7,500	7,500	7,500	7,500	7,500	7,000	6.750	6.750	6,750	6,250	4.200
Contract Year Make Madel Description		Serial No.		A28C2:31091	7FM00313	EFB4800142	1234X	99005814	1.4212420	9A101604	1.4217062	1.0210681	1A210208	1.4310208	14142314	4U25148	6EA(CO138	AF29A-00239	AF8700235	AF82C-01996	AF82C-02311	AF82C-02211	AF82C-02309	AFR2C-90129	AFB2C-90076	AF178-90475	AFB1C:00913	4FB2C-90096	AF82C-90098	VF82C-00116	3FD\$B\$0115
Cantract Year Make Madel 3-40000721 2000 Missabishi 2PBC20 1-4970285 1977 Missabishi FBS20 1-4970281 1999 Missabishi FBS20 1-497021 EZ-GO RB320 1997 1-497021 EZ-GO RB320 1997 1-49901 1999 Crawn RB300-45 669901807 1999 Crawn RB300-30 649901807 1999 Crawn RB300-30 649901807 1999 Crawn RB300-30 649901807 1999 Crawn RB300-30 649901607 1999 Crawn RB300-30 649901607 1999 Crawn RB300-30 649901607 1999 Crawn RB300-30 649901607 1999 Crawn RB300-45 649901607 1999 Crawn RB300-90 799000411 1999 Crawn RB3000-90 1650000101 2000		Description		4,000# Electric Cushion Tired Forklift	ষ্ট্র	3,0004 3-Wheeled Councebalanced Forkijf	Golf Can	Slactric Cart	4,500/ Electric Namow Aisle Reach Lift Track	5,000# Electric Cushing Tired Lin Truck	3,000/ Electric Narraw Aisle Reach Lis Track	3,000# Electric Narraw Aiste Reach Lift Track	3,000# Electric Namow Alsie Reach Lin Truck	3,000# Electric Narrow Aisle Reach Lift Truck	4,000# Electric Stand-Up Rider Lift Truck	Electne Can	6,000# LGP Cushian Tired Forklift	7,000/ LPG Pheumatic Tired Forkilit	8,000# LPG Cushian Tired Forklift	5.000# LPG Cushion Tired Forklin	5,000/ L.P.G Cushian Tired Forktin	5,000# LPG Cushion Tired Forklift	5,000/ LPG Cushion Tired Forklin	5,800# LPG Cushion Tired Forbiid		.PG Preumatic Tired		5,000# LPG Custion Tired Forklift		72	rd Solid
Cantract Year 340000721 2000 Milaub 144970285 1997 Milaub 144970285 1999 Milaub 144970285 1999 Crawn 619901987 1999 Crawn 619901987 1999 Crawn 619901987 1999 Crawn 629901887 1999 Crawn Columb		Madel		2FDC70	FDS20	FBIGKT		MINITEMIS	RR5020-45	50FLQD					+ORCTT+S	Dilliny Vehicle	0C30			FGC25K	FGC25K	FGC25K				FG25	FGC18K	FGC25K			
Cantract Year		Make		Missubishi	Misubishi	Afisubishi	EZ-G0	Cushnan	Crawn	Сгомп	Сложп	Crown	Сгоил	Спъчп	Сгамп	Columbia	Caterpillar	Misubish	Missubish	Misubishi	Misublehi	Mitsubishi	Kícsubishi	Missubishi	Missubishi	Mirobishi	Missubishi	Misubishi	Vicsubishi	Misublihi	vínsubíshi
14970245 14970245 149904501 149904501 149904501 149904501 149904501 149904501 149904501 149904501 149904501 149904501 149904501 1499060501 14499060501 14499		Year		2000	1991						1																\neg				
		Contract		17,0000721	144970285	13950350L	16901691	0091303P	1861066t3	509901805	11990357F	15990299F	9691D66D	500990169	61000170	10981 646P	871056900	180000801	18990043L	150007651	05000101	50100050	15991243L	150007241	50000851	19990665	03000024	5000089L	10600005	59814971	44990283
		lasp •			_	_						•		-		-	•	7				•	a	•		~	3	Ö	•	Ġ.	

February 13, 2004 Hunyady Appraisal Source Document CTK V lons of Citicapual Assets 800+ Line Items

Jush •	Contract	d Year	Make	Model	Description	Serial No.	Fair Market Value	ct Value	Orderly Liquidation Value	lation Value	Distrassed Value	Value	Condition	% Disc	LTSR Liquidation	_
							Current	Year One	Current	Year One	Current	Year One		1		$\neg \vdash$
	050001871	1999	Milsobishi	FBZONT	4,000# Electing 3-Wheelest Solid. Thred Forklin	EPB5D50109	4,200	980	2 000	1		5		Į o	×	_7
	61000064F	2000	Crown	SP3040-30	3,000# Electric Stand-Up Rider Stacknicker	1.4220381	8.250	1000	100.	30,'1	300	1,300	FAIR	25%	\$975.00	-
	45990301F	1999	Сломп	RD5020-30	3,000# Electric Narrow Alste	1A213105	92.4		3	4,200	2,000	3,500	FAIR	25%	52,625.00	
	105991210	1999	Mitsubishi	FGC25	5,000# LPG Cushion Tired	AF82C-SOR4	nc) 'a	OC.,	00.4	3,000	3,000	2,000	FAIR	25%	\$1,500.00	_
	105991209	<u>86</u>	Misubishi	FGC25	5,000# LPG Cushion Tired	AF82C-90083	6.75	Ri o	9	3,500	3,000 1,000	2,600	CUST UNIT	280	50.00	
	105991208	6661	Mitsubishi	FGC25	5,000# LPG Cushion Tired Fortiin	AF82C-90080	6.750	05.4	000'	1.500	000'r	2,600	CUST UNIT	80	\$0.00	
	105000981	1993	Misubishi	FGC25	Ē	AF82A-53349	1.500	130		2000	000'r	2,600	CUST UNF	15°	\$0.00	····
•	P70001692	1989	Nissubishi	FET18C-30	ਰ	276890014	8	8	3 5	9000	004	1,260	CUST UNIT	0.5	\$0.00	
	61000188F	3000	Crown	SP3040-30	iric Stand-Up Rider	1.4231291		non ,	nce .	350	97	320	CUST UNIT	0%	5125.00	
	61000221F	1999	Crawn		T	14100057	N N	9,000	5,750	4,250	5,000	3,500	CUST UNIT	%0	\$0.00	
	F61000194	2000	Crown		Vehicle 4,500# Electric Walkle Paller	TEGOTOS	1,000	.500	1,300	1,150	1,000	98.8	CUST UNIT	14.0	\$0.00	_
	X8000112V	3000	Yuzsa			200000	3,300	1,100	750	0009	200	450	CUST UNIT	0.75	\$0.00	
	170001886		Joknown	80111		US TA92 DES4	-	9	0	O.	ō	a			\$0.00	
				9231		319A5279	6		0	0	-	0		1-		
	1770981023		Unknown	213MHZ		1003	-	0	-	-	e	•			\$0.00	
	P70990258		Unknown	50A1-6M36		18414		-	+	, ,	5	-			50,00	
	1103950410		Uaknown	SJOXL	***	802089E		,	>	3	6	<u> </u>			\$0.00	
	250000138	_	Unknawn	V\$as		6953	-	-	-	0	-	6			\$0.00	
	P70991564		Unknown	750MI-18C	1 6	9C547821	<u> </u>	-	-	0	-	0			\$0.0\$	
	P70990562		Unknown	ABP-24V2	150	57149	2 6	5 ,	0	O	0	0			\$0,00	J
	110066862		Unknown	ABP24V24		23140	-	-	0	0	0	0			\$0.00	
	170990229	† <u>*</u>	Unknown	ATG3068 dock teveler	\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \	ASCLUSE	D	-	0	0	-	0			\$0.00	
	BZZ0%60L-J		Unknown	B8720	3 2	2771260	5 ,	a -	0	9	9	-			\$0.00	
	Z90970212	2	Unknown	Сізяр	100	200	<u>-</u>	-	0	9	0	0			20.03	
	2,90970213	 -	Unknown	Сыпр	3 3		0 0	•	-	9	<u>a</u>	-			20.02	
	290980028		Unknown	Clamp	Bull	1001418		o ,	<u> </u>	0	3	•		-	\$0.00	_
	290990005	2	Unknown	Clamp	100	OXOH9T	3 6	0 1	a	0	0	0			\$0.00	,
	19006660Z	1 = 1	Unknawn	Clamp	1000	19100	•	.	•	0	0	9			\$0.00	
	Z90970211		Unknown	Clamp		COSCUND	3	a .	0	3	0	9			\$0.00	
Feb	February 13, 2004	3					a	ā	ā	ō	0	0		<u>-</u>	\$0.00	

February 13, 2004 Hunyady Appraisal Source Documeni

Printed: 5/9/2005 File; 05-46-2005 Master Asset 1.JsLxts

Case 2:03-cv-02605-JDB-STA	Document 43	Filed 08/01/05	Page 57 of 111	PageID 135
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B 15 of 32

CTKV jons of Citicapual Assets 800+ Line Items

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Year Mal	ike Model	Description	Serial No.	Fair Mari	ket Value	Orderly Liqui	Idation Value	Distress	ed Value	Condition	% Disc	LTSR Liquidation	. us -
				Current	Year One	Current	Year One	Current	Year One		T To	×	· L V
Ипклоwп			unknown	0	٥	a	0	°					-42
Unknown	EPG4-5141		49V1FEB0	٥	Q	o	8	0				Olius	<u> 100</u>
Unknown	ЕХРЕВІТ		4815227	0	0	a	a		İ			50.00	13- ,
Unknown	Hamilion St. offi cubicles	icc		0	0	0	-	,	5 ,			\$0.00	וענ
Unknown	Hamilton St. offi cubicies	ice	2	0	O		5 6	,	9			\$0.00	D-S
Unknown	Namitton St. offi cubicles	201	3	6	-	7	3 3	5	9			\$0.00	<u>) /-</u>
Unknown	Hamilton St. offic	23	-			7	3 7	0				\$0.00	1
Unknown	Hamilton St. officebes	20	\$	-	7 6	3 3		0	0			\$0.00	שטע
Unknown	Hamilton St. offic cubicles	y	9	0	7 -	7 6	3 6	3	0			\$9.00	<u>un</u>
Unknown	Hamilton St. offic cubicies	8	-	0	0	7	3 - 2	5 7	0			\$0.00	IEI
Unknowa	Hamilton St. offic	Đị	82)	6	-	, e	5 - 6	5 7	•			\$0.00	ΙΙ 4
Unknown	LALI9215 trailer	Tite	PART	, e	-	5 - 6	ā ,	-	4			\$0.00	.
Unknown	LALP92222 iraite	-	PART	-	9 6	5 7	5	0	0		==	50.00	
Unknown	M7324		1801	7 6	•	5 7	0	-	0			\$0.00	eu
Unknown	M7324		1002) e	=	5 7	0	-				\$0.00	UOI
Unknown	MDE26333		82962E9X	6	5 -	5	-	0	0			\$0.00	OT
Unknawa	УШС		RSIATILE	3	- .	0	0	9	0			\$0.00	/05
Unknown	network		CANE 1	3 3	6	6	-	5	0			\$0.00) [
Unknown	NP3221		NGVOCIÁB		5 ,	5	0	9	0			\$0.00	ay
2001 Unknawn	000AAE36-725		Ario i Ario	- 	-	0	0	9	0			\$0.00	je s
2001 Unknown	000AAE16.725		020	5	- 	c	-	0	ā	_		\$0.08) / (
1	000AAE16-725		8710 1000	g	0	0	0	8	0			20.0%	ר וט
1	Pennin		35.40	0	-	-	-	0	0			80.08	гтт
Unknown	PROGS		1000	a	0	٥	0	0	o			\$0.00	
Unknown	PROOF are names		or crausor	0	-	0	0	0	0			\$0.00	Pa
Unknown	1116		AICTEDOUZ	0	•	e l	6	8	Ö			\$0.00	yeı
Unknown	\$5C-12-500Z		2329X014	0	0		-	<u> </u>				20.02	נ ט
Unknown	55C-12-550		NW LINA	6	-	0	0	•	0			\$0.00	.33
			NAE8131	0	8	<u>e</u>	0	8	ō			\$0.00)
	Илькоо Илько	Unknown Unknown	Unknown ERG-4-5141 Description Unknown ERG-4-5141 Unknown ERG-4-5141 Unknown U	Ubklown FPG-13-141 Description utknown Unknown EPG-13-141 4017EEB 4017EEB Ubklown ERPEDIT 40132337 10182037 10182037 Ubklown Ilamilion St. effice 2 2 10182037	Unknown Colona Indicators Stefal No. Stefal No. Fair Market Vales Unknown SEVERSIT 4825127 0 Unknown Intelligents St. office 1 0 Unknown Intelligents St. office 2 0 Unknown Intelligents St. office 3 0 0 Unknown Intelligents St. office 5 0 0 Unknown Intelligents St. office 5 0 0 Unknown Intelligents St. office 5 0 0 Unknown Unknown Unknown Intelligents 0 0 0 Unknown Unknown Unknown Unknown Intelligents 0 0 0 Unknown Unknown Unknown Unknown Unknown Unknown 0 0 0 </td <td> Description /td> <td>Makes Fade All of the control of the cont</td> <td> Dictations Control Line Districtions Serial No. Control Line Dictations Dictations Control Line Dictations /td> <td> Deliciones Control Description Section Control Control</td> <td> Decision</td> <td> Mathemester Mishel Description Mishel Description Mishel Description Mishel Description Mishel Description Mishel Mishel</td> <td> December Part Par</td>	Description Description	Makes Fade All of the control of the cont	Dictations Control Line Districtions Serial No. Control Line Dictations Dictations Control Line Dictations Deliciones Control Description Section Control Decision	Mathemester Mishel Description Mishel Description Mishel Description Mishel Description Mishel Description Mishel December Part Par				

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Case 2:03-cv-02605-JDB-STA	Document 43	Filed 08/01/05	Page 58 of 111	PageID 136

CTK V ions of Citicapual Assets 800+ Line Items

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lnsp *	Contract	r Year	r Make	Madel	Description	Serial No.	Fair Mar	Fair Market Value	Orderly Liqu	Orderly Liquidation Value	Distress	Distressed Value	Cundition	% Disc	LTSA Unulanilen	
	-						Current	Year One	Current	Year One	Current	Year One		Ę	ä	
	V82990395		Unknown	SSC-550		KXE8352	e	ā	0	0					*	
	VE2990130		Daknown	TGN-12-60		93241	0	2	c			5			\$9.00	
	V82990131		Unknown	TGN-12-60		93247	•	,		2	7				\$0.00	
	V82000156	-	Unknown	unkoewa		377.20	3	•	5	a		6			\$0.00	
	P70981024	-	Toknous	77374117		A 1 C3010	o	0	G	8	a	0			\$0.00	· · · · · ·
	37 5 00000	+	lia original di	2 mile		1004	0	-	0	Đ	0	0			\$0.00	
	17/0/31343	-	Unkapwn		1111P Compressor	5801 P-A	O	a	ō	0	Ö	0			60.03	7
	170981346		Unknown		1119P Compressor	5801P-B	6	0	10	-	6	-			30.00	
	170980774		Unix	compler software		MIRACI	0		a		•	5 -			\$6.00	
	7281000177		Stanley	Vidmar 245	Cabiner	P2056AL2	1,500	1,500	1,000	0001	ž	7			\$6.00	
	P70981000		Stanley	Vidmar 245	Cabiner	P2029A	1,500	005.1	0001	000	ş	3 5			5375.00	
	P70980999		Stanky	Vidmar 245	Cabiner	P±066A	1,500	985	2			367			\$375.00	
· -	P70990885	_	Manck	DTAT899	Telephane System		-	G		and t	200	350			\$75.00	
	P70980651		Manek			3000186	, 	3 6	5 (6	6	0			\$0.00	
	F70990119		Manek			TABS		- 	2	•	-	6			\$0.00	
	7,50000127	36	LongReach	LCB35NNBAB28NRGA	e Clamp	33830	3	3		0	0	9			\$20.00	
	170081411	5	\top	NO COLORD	T			9	og	300	250	750			\$125.00	
	P70981417	ğ		CL71W2042		1098001	1,500	1,450	052'1	1,200	1,000	950			\$0.00	
			" T		$\neg \top$	1098002	1,500	1,450	1,250	1,200	1,000	950		·	\$0.00	
	P70981413	<u>8</u>	Jenny	ELHW2042		1098004	1,500	1,450	1,250	1,200	000'1	950	-		8	
	1105952091	_	llyster	SSOXL	5,000# Gas Cushion Tired Forklift	187415278KY (S/N Incorrect)	4,500	4,350	2,750	2,500	2,500	2,250			200	
	170981408		Grainger		SIIP Air Compressor	2204 (Dupticate S/N)	800	200	350	350	300	95		= -	DI'N	
	P70981410	_	Grafager		211P Air Compressor	2204 (Dupilcate S/N)	350	350	300	300	15	5			00,0014	
	P70981409		Grainger	10-30° 7D	Work Dench	1876	27	35	\$	4	¥				\$75.60	
	82000154V	2000	Exide	11.8658	24-volt Battery Charger	YD29950	300	250	130	3 461	3 7	9 3			\$12.50	
	82000153V	2000	Exide	12-8658	24-voli Battery Charger	YD2949	1	036		1	2				05.752	
	82000155V	902	Exide	12-8650		VA76671	1 8	3 3	2	9	2	22			\$37,50	
	8-10000B2V	3000	Exide			RITECAX	ALC OUT	a ;	Z ·	22	27	75			\$17.50	
	82010116V	300	Extde			77748601	3 3		150	521	27	25			537.50	
	R4000116V	7000		Ī		100000	130	150	9	<u>8</u>	75	x			\$37.50	
]₹:	February 13, 2004	1			יייי מיייי מייייי מייייי מייייי מיייייי מיייייי	1876771	230	135	SI .	001	g	30			\$25.00	
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Case 2:03-cv-02605-JDB-STA	Document 43	Filed 08/01/05	Page 59 of 111	PageID 137

CTK V ions of Citicapital Assets 800+ Line Items

B 17 of 32

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LTSR Liquidation	5\$	\$25.00	\$75,00	\$25.00	00.5cs	\$0.00	20.00	\$0.00	\$0.08	\$0.00	\$0.00	\$0.00	\$0.00	20.00	30.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5 Disc	٥٢															-												<u></u>	
Candition																													
ed Value	Year One	8	30	OS.	8	Q	9	0	9	a	0	٥	9	0	6	0	8	•	0	3,000	1.800	1,450	955	90	250	1001	100	1,350	200
Distressed Value	Ситтеа	90	30	S.	50	0	8	°	6	-	8	•	-	8	0	0	95	0	٩	4,000	2,500	1,650	SE5	250	300	821	8	1,500	200
dation Votur	Year One	100	001	75	7.5	o	٥	-	-	0	-	0	8	0	0	0	150	a	۵	4,000	2,500	1,750	573	850	335	115	120	1,500	002
Orderly Liquidation Volue	Carrent	52.1	125	75	7.5 T	0	0	-	0	a	a	0	8	٥		0	2	Q	٥	5,000	3,250	2,000	800	059	27.6	21	07.1	1,750	007
et Vplue	Year One	225	225	125	STI	35	35	3	35	35	35	ž	25	35	35	35	250	35	35	5,750	3,750	2,750	823	008	450	155	150	2,500	1,000
Fair Market Value	Current	250	250	125	221	35	ř	Ä	35	35	35	35	35.	35	ž.	35	250	35	35	6.750	4,500	3,250	000'1	000.1	200	178	150	2,750	000'1
Serial No.		YJ39700	Y339789	K2C8498	K2C8496	AZA220989	N72C014896	AZB226879	AZB226878	AYD185965	AYD185571	AYD125570	AXF147732	AYJZ10421	AY1210420	AY1210419		3DEK0112	2DEK1263	11219310	14193576	6.4188781	14156864	14143476	1A142465	7A119559	W-6927	G1382215521A	E33377903EB
Description		48-volt Battery Charger	48-volt Battery Charger	24-volt Battery	24-volt Banery	24-vok Banery	24-vek Bailery	24-volt Battery	24-voli Battery	24-volt Dattery	24-volt Dattery	24-volt Battery	48-voir Batery	48-volt Battery	48-voit Battery	48-volt Banery	5x8 Double Face Ahiminum Sign	Вансту		ider	3,000# Electric Sund-Up Rider		4,500# Electric Natrow Aisle Reach LIN Track	arrow Aiste		rtic Walkie Paller			5,000# Electric Cuthion Tired Forkish
Model		3E-24-55	3E-D24·5	\$\$-21-28\$	SSC-12-55	\$1.521.21	12-1256-1	12-E085-1	12-E085-I	12-6125-1	12-5125-1	12-5125-1	24-E100-1	24-6751.17	24-E75L17	24-6751.17				RC3020-10	RC3020-30	PE35:0-80	RR3520-45	RD3040-30	+ORCTT	40GPW	60PE-27-3	GCS20MB	ECS25
Make		Exide	Exide	Eride	Exide	Exide	Exide	Exide	Exide	Exido	Exide	Exide	Exide	Exide	Evide	Exide	DenRay	Peta	Delta	Crown	Crown	Crowa	Сгомп	Crown	Crown	Crown	Слочп	Clark	Clark
Year			2000	2001	2001	2001	2001	2001	2001	2000	2000	2000	3000	2000	2000	2000				1999	. 8661	3000	1995	1661	1994 1	1996	1975 (1986	1881
Contract		84000114V	84D00115V	V21101028	82010114V	85010142V	86010143V	86010141V	86016140V	V29200038	86000291V	400500038	88000170V	98000236V	88000235V	88000234V	P70990766	V83980621	V83990610	F58990025	60950181F	61000438F	F619700B0	F610003R5	F61000373	F53000065	F61000-101	C04000114	C25000683
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- gal	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value	lation Value	Distressed Value	ed Value	Condition	% Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One		017	\$\$
	Z9000090		Cascade	35D-CC-35Q		671553-T-222 (Remfg.)	1,250	i,100	750	673	500	450			\$225.00
	Z9099089		Cascade	35D-CC-35Q		678863-T-2444 (Remfg.)	1,250	1,100	750	673	\$00	051			20,25.23
•	290990040	2000	Cascade	35D-CCS-35Q	3,500# Hydraulic Carton Clamp Forklin Anzehmen	678863-T-2445 (Remfg.)	1,250	001'1	750	673	2005	450			00'5123
•	2,90000035	3000	Cascade	JSD-CCS-35Q	3,500/ Hydraulic Cartan Clamp Forklifi Anachmeni	678863-T-2472 (Remfg.)	1,250	1,100	750	57.9	Spo	450			\$215.00
•	2,900,0037	2000	Cassade	35D-CCS-33Q	3,5004 Hydraulic Canon Clamp Forkila Attachmen	678863-T-2474 (Remfg.)	1,250	1,180	750	675	Soc	420			\$225.00
	29000061		Cascade	35D-CCS-33Q	3,500# Hydraulic Carton Clamp Forkin Attachment	678863-T-2483 (Renifs.)	1,250	1,100	750	529	\$005	450			\$225.00
	2,9000063		Cascade	35D-CCS-35Q	3,500# stydraulic Canon Clamp 678863-T-2485 (Remife.)	678863-T-2485 (Remifs.)	1,250	1,100	750	673	200	450			\$225.00
•	Z-9000060	2000	Cascade	35D-CCS-35Q	3,500v Hydraulic Carion Clamp Forkift Attachment	678863-T-2487 (Remig.)	1,250	1,190	750	673	200	480			52.25.00
	F1206666Z		Cascade	35D-CCS-35Q	3,500/ Hydraulic Carton Clamp 11781601 IS/N Incorrect) Forkiif Anachment (Remfg.)	11781601 IS/N Incorrect) (Remfg.)	1,250	i,100	750	678	OŞ.	450			\$125.00
]	250000119		Cascade	35D-CCS-35Q		67071-T-32 (S/N Incorrect) (Remig.)	1,250	1,100	750	519	200	450			00'5525
	29900018		Castrade	350-CCS-35Q		678863-T-9 (Remfg.)	1,250	1,100	750	675	500	450			00.255
	299000130		Cascade	350-CC5-35Q	3,500/ Hydraulic Canon Ctamp Forklin Arachmen	671553-T-16 (Remfg.)	055,1	1,100	051	\$1,9	800	450			00.25.03
	Z510000Z		Cascade	35D-CC5-35Q	3,500r Hydravite Canon Clamp Forkiñ Alachmeni	678863-T-2505 (Rently.)	1,250	1,100	052	573	500	450			\$225.00
	2,90000123		Custade	350-CC5-35Q	3,500# Hydraulic Canon Clamp Forklift Attachment	678863-T-2506 (Remfg.)	1,250	1,100	750	613	500	450			\$225.00
	290000101		Castrade	35D-CCS-35Q		678863-T-2513 (Remig.)	057'1	001,1	750	\$13	5005	450			\$225.00
	290000131		Castrade	350-CCS-33Q		678B863-T-625 (Remig.)	1,250	001'1	750	579	905	450			\$225.00
	290000125		Cascade	35D-CCS-35Q	3,5004 Hydraulic Canon Clamp Fosklifi Arachmeni	208937-T-1155 (Remfg.)	1,250	1,100	750	519	200	450			\$225.00
	Z90000126		Custade	35D-CC5-35Q		208937-T-1156 (Remfg.)	1,250	001'1	750	519	300	450			\$225.00
	290000100		Cascade	35D-CCS-35Q	1,500/ Hydraulic Canon Clamp Forklift Attachment	678863.T-2512 (Remfg.)	1,250	1,100	750	\$13	200	450			\$225.00
	290000134		Cascade	35D-CCS-35Q	1,500# Hydraulic Canon Clamp 208937-7-1157 (Remfs. Forklift Atachmen	208937-7-1157 (Remfg.)	1,250	1,100	750	519	200	05+			89.51.73
•	290000087		Castrade	35D-CCS-35Q	Forklift Attachment	678863-T-21 (Remfg.)	1,250	1,100	750	675	2000	150			\$125.00
	Z90000033		Cascade	35D-CCS-35Q	3,500 Hydralic Carton Clamp Fortilia Anachment (Sold)	678863-T-2470 (Reads.)	1,250	1,106	750	519	2005	450			\$725.00
•	293606017	2000	Cascade	35EPPS-004	3,500v Hydraulic Sideshifi Push/Puli Attachmen	SELR-2557-T1 (Renufg.)	050,1	1,100	750	519	900	450			\$225.00
	Z999904		Cascade	35EPS-004	3,5009 Hydraulic Sideshift Pash/Pull Attachasem	970451 (S/M Incorrect)	1,250	1,100	750	279	2005	450			\$225.00
	299990303		Cascade	35EPS-004		990176 (S/N Incorrect)	1,250	1,100	750	675	200	450			\$725.00
	017065662		Cascade	35EPS-00H		990427 (S/N Incorrect)	1,250	1,100	750	673	290	450			\$125.00
	299990201		Cascade	35EPS-004		990428 (S/N Incorrect)	052,1	1,100	750	673	300	450			\$2.25.00
	Z99990208		Castrade	35EPS-004	3,500# Hydraulic Sideshift Puth/Pul Arachment	990430 (S/N Incorrect)	1,250	1,100	750	579	200	Q5+			\$225.0u
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February 13, 2004 Hunyady Appraisal Source Docimient

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e 19 of 32	LTSR Liquidation	x	\$25.00	\$225.00	\$225.00	\$125.00	\$25.00	00.25.00	\$235.00	\$225.00	50.55.00	\$225.00	525.60	00.25.02	\$235.00	00.5518	\$235.00	\$225.00	\$225 00	\$175.00	\$175.00	\$175.00	\$175.00	\$50.00	\$50.00	\$50.00	\$30.00	\$0.60	\$0.00	\$0.00
	% Disc	ηu																												
	Condition																													
	Value	Year One	25	450	\$	450	420	450	05+	450	420	450	420	456	450	450	05+	450	450	350	350	350	350	90	90	100	901	0	0	0
	Distressed Value	Current	200	2005	oğ.	2005	500	5005	200	500	8	<u>8</u>	95 20 20	\$00	200	200	200	290	200	90-	9	8	8	52	8	82	<u>8</u>	0	0	
	tion Value	Year One	673	51.9	675	673	675	675	675	675	579	579	675	51.9	678	675	678	675	67.5	\$50	550	550	350	150	150	130	150	0	0	-6
	Orderly Liquidation Value	Current	750	750	750	750	750	750	750	750	750	750	750	750	750	750	057	750	750	600	009	009	909	150	130	150	130	0	ō	0
		Year One	001'1	1,100	i,100	1,100	1,100	1,100	1,100	1,106	1,100	1.100	001,4	1,100	1,100	1,100	1,100	1,100	1.100	900	006	<u>Ş</u>	900	300	200	200	200	0		0
ions of Assets Items	Falr Market Value	Current Y	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	057'1	1,250	1,000	1,000	1,000	000'-	200	300	005	200	0	0	0
CTK V ions of Citicapital Assets 800+ Line Items		Sent No.	990431 (S/N Incorrect)	990451 (S/N Incorrect)	990452 (S/N Incorrect)	990453 (S/N Jacorred)	990555 (S/N Incorrect)	990556 (S/N Incorrect)	990557 (S/N lacerred)	990719 (S/N Incorrect)	990720 (S/N Incorrect)	125094-T-05 (Renfg.)	25904-T-01 (Remfg.)	99071B	990384 (S/N Incorrect)	990385 (S/N Incorrect)	990386 (S/N Incorrect)	990387 (S/N Incorrect)	990188 (S/N Incorrect)	19500240P	81950024	PB195001	2585-T-1 (Renifg.)	1 (S/N Incorrect)	2 (S/N lace-med)	3 (S/N Incorrect)	103807 (S/N Incorrect)	671553-T-332 (Remfg.)	678863.T-2442 (Remig.)	678863-T-2443 (Remfg.)
		natid 1755 d	3,500r Hydraulic Sideshift 9	eshin.	rs lith	cshifi	rahin		estrick			3,500# Hydraulic Sideshin Push/Pull Anachmen		3,500# Hydraulic Sideshift Push/Pull Forkilf Attachment		cshift	i i		3,500/ Hydraulic Sideshift Push/Pull Attachment	h/Pull	sh/Pull	usty/Pull	3,500# Hydraulic Sideshin Push/Pull Arachment	3.Stage Forklift Mast (Component)	ışeM fi	ift Mass	3-Singe Forklift Mass (Component)	ulic Carson Clamp sment (Sold)		3,500# Hydraulic Carton Clamp Forkilfi Attachment (Solu)
		Model	33EPS-004	35EPS-004	35EP5-004	35EPS-004	35EPS-004	35EPS-004	35EPS-004	35EPS-004	35EPS-004	35EPS-004	35EPS-004	35EPSQ004	35EPS-Q004	35EPS-Q004	35E-P5-Q004	35E-PS-Q004	356-PS-Q004	35EP0Q00H	35EPPQ004	35EPBQ604	35E-PPS-00	35DMT1832M	35DMT1832M	35DMT1832M	35DMT 1832M	35D-CCS-35Q	350-CCS-35Q	35D-CCS-35Q
		Make	Curade	Cascade	Cascade	Cascade	Cascade	Cascade	Castade	Cascade	Castade	Cascade	Cascade	Cascade	Cascade	Castrade	Cascade	Cascada	Caseade	Cascade	Cascade	Cascade	Cascade	Cascade	Cascade	Cascade	Cascade	Cascade	Caseade	Cucade
		Year		Ī														<u></u>											-	į
		Contract	299990208	299990205	29990203	661065667	299990207	299990200	29990106	£6106666Z	861066662	293000010	Z93000011	299990196	Z16106666	99990192Z	999901932	999901942	256106666	Z9000096	Z90000098	Z90000097	\$10000\$62	Z99000069	259000070	1.000006Z	170000303	29000088	250090037	8000000Z
		lasp •																												<u> </u>

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Case 2:03-cv-02605-JDB-STA Document 43 Filed 08/01/05 Page 62 of 111 F

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Contract	댘	Year	Make	Model	Description	Serial No.	FALL NIATER VOIDE		Orucity Liqui	Annon Value		3000	Languinu	* D3C	בו זא דילוחושוו	
							Current	Year One	Current	Year One	Current	Year One		ng.	\$\$	
E6000006Z	8		Cascade	35D-CCS-35Q	3,500# Hydraulic Canon Clamp Potklift Auschment (Sold)	678863-T-2457 (Remfg.)	o	ū	0	0	0	0			\$0.00	
25000002	25		Cascade	35D-CCS-35Q	3,500r Hydraulic Canon Clamp 678863-T-2462 (Remfg.) Forkitt Anachmen (Sold)	678863-T-2462 (Remfg.)	0	0	0	0	0	-a-			\$0.00	
250000062	9500		Cascade	35D-CCS-35Q	3,500/ Hydraulic Canon Clamp Forklift Attachment (Sold)	678863-T-2463 (Renifg.)	0	0	0	0	0	0			\$0.00	
729000067	7200		Cascade	350-CCS-35Q	3,500# Hydraulic Canna Clamp 678863-T-2464 (Remig.) Forklin Attachmen (Sold)	678863-T-2464 (Remfg.)	0	O	0	6	0	0			\$0.00	
Z90000018	3024		Cascade	35D-CC5-35Q	3,500# Hydraulic Canan Clamp 678863-T-2465 (Remfg.) Forkith Anachment (Sold)	672863.T.2465 (Remig.)	6		0	0	0	O			\$0.00	
Z900006Z	9029		Cascade	35D-CC\$-35Q	3,500# Hydraulic Carron Clamp Forklift Anachmen (Sold)	678863-T-2466 (Remfg.)	0	0	a	a	ð	0			\$0.00	
290000030	0030		Cascade	35D-CC5-35Q	dwe	678863-T-2467 (Remfg.)	Đ	8	a	•	-	0			\$0.00	
29000	29000031		Cascade	35D-CCS-35Q		678863-T-2468 (Remfg.)	8		0	•	٥	à			90'0\$	
Z9000003Z	0037		Cascade	15D-CCS-35Q	3,5004 Elydraulic Carton Clamp Fortiin Auschment (Sold)	678863-T-2469 (Remig.)	0	6	o	0	0	0			\$0.00	
0062	Z90000034		Cascade	35D-CC5-35Q	2mp	678863-T-2471 (Ressfg.)	0	0	0	a	0	0	:		20:03	
062	290000036		Carcade	35D-CCS-35Q	ğ	678863-T-2473 (Remfg.)	0	0	o	6	0	0			80.00	
962	Z9000006Z		Cucade	35D-CCS-35Q	di E	678863-T-2484 (Remfp.)	-0	-5-	0	0	0	0			\$0.00	
9062	F9000006Z		Cascade	35D-CCS-35Q		678863-T-2486 (Remfg.)	0	o	0	0	0	0			\$0.00	
2900	680000062		Cascade	350-CCS-35Q	1,500# Hydraulic Carton Clamp Forklift Attachment (Sold)	678863-T-144 (Renfg.)	a	0	0	0	Ó	0			\$0.00	
5062	290990036		Cascade	350-CCS-35Q	3,500# Hydraulic Carron Clamp Forklift Attachment (Sold)	678863.T-2441 (Remfg.)	0	0	O	o	0	O .			20.00	
1 25	295000017		Cascade	35D-CCS-35Q		678863-T-17 (Remfg.)	0	0	0	0	0	9			20.00	
0062	290000099		Cascade	350-CC5-35Q	3,500# Hydraulic Carton Clamp Forklift Attachment (Sold)	678863.T-2511 (Remig.)	0	0	0	0	ō	0			\$0.00	
84000	84000127V	3000	Bulldog	CH24V75QM	24-volt Battery Charger, 750 Amp	00200388 (S/N Incorrect)	250	150	100	100	275	75			\$37,50	
85000	V37E00038	2000	Bulldog	12-1008-11	24-yok Bull Pak Bancey/Charger	80+W538	300	200	7.5	27	50	50			\$25.00	90
X600X	V8-TE-00038	2000	Dulldog	12-1000-11	24-valt Bull Pak Battery/Charget	704W390	200	300	2,5	75	SO	\$0			\$25.00	
86000	86000405V	2000	Bulldag	12-E100-11		1104W126	200	200	27	27	So	\$0			\$75.00	
92	83D00448V	2000	Buildog	18-1050-3	36-volt Battery	(00Y76127 (S/N & Nioule) Incorrect)	45	57	0	0	0	0			\$0.60	
8	970G1019V	2000	Buildog	18-125-13	36-valt Battery	1204W160	45	45	0	Ð	0	0	:		20.00	
00.5	87001018V	2000	Bulldog	18-125-13	36-valt Ballery	1204W159	45	45	0	0	0	0			00'05	
100	W21010078	3000	Dutldog	18-125-13	36-volt Battery	12B4W157	45	45	0	0	0	0		i	\$0.00	90.
8700	87001015V	2000	Buildag	18-125-13	36-volt Battery	1204W155	45	45	o	0	0	0			50 00	
8700	W0000559V	2000	Bulldag	71-221-81	36-volt Battery	1204W319	\$	45	a	-	0	0			\$0.00	
8700	\$7000712V	1000	Bushiog	18-1258-15	36-vol. Banery	8047471	\$, \$ +	O	٥	ā	0			30 00	
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ions of	Assets	Items
CTK V	Citicapital	800+ Line

2.0	3- 0	V-U2	100			- -3	1	<u>ں</u>		7111K	511L	43	1	110	u U	0/0	11/(, <u>,,</u>	Г с	iye	03	1	<u> </u>	<u> </u>	<u> </u>	iye	טוי	14	<u> </u>
LTSR Liquidation	35	20:00	00.02	\$0.00	\$0.00	20.00	\$0.00	\$0.00	\$125.00	\$37.50	\$37.50	\$37.50	02.713	\$17.50	\$37,50	\$37.50	\$37.50	537.50	\$37.50	517.50	\$37.50	05.753	\$57.50	\$37.50	05.762	\$37.50	05.753	\$37.50	
5. Disc	Å																												Ī
Condition																													
ed Value	Year One		-	0	9	Q	0	9	250	27	27	22	27	2.7	27	æ	22	75	75	£	ž	22	\$5	55	27	75	27	25	-
Distressed Value	Current	0	•	0	0	0	6	0	ង	75	35	52	25	7.5	7.5	75	75	2	75	27	25	ž	22	'n	22	75	27	27	
lation Value	Year One		0	٥	0	0	-	a	300	श	125	521	150	125	051	150	130	150	150	051	150	150	150	150	130	150	150	150	-
Orderly Liquidation Value	Current	9	a	0	0	0	8	o	300	150	150	150	200	150	200	300	300	200	200	200	200	200	200	002	200	300	200	200	-
et Value	Year One	\$\$	÷	30	8	8	2	S.	450	250	250	250	350	250	350	350	350	350	350	350	350	350	350	350	350	350	330	350	
Fair Market Value	Current	45	\$	56	SS	20	S	\$	450	300	300	300	400	300	400	001	400	400	00 F	400	004	400	100	400	400	90,	007	400	
	Serial No.	80HT478	804W470	1404W63 (S/N Incorrect)	1204T129	704W389	1104W125	7D4W39I		W1195867	612021100	X320435	XD9957	YA25911	YC29134	YA25977	XJZ108B	XJ21087	XJ21086	\$801ZIX	Y21084	12921	Serita	XII17615	XHI7644	71136977	V1136976	XL23593	
	Description	36-volt Battery	16-volt Battery	48-volt Bancry	48-valt Battery	48-von Bauery	48-valt Bauery	48-volt Dattery	SHP Portable Air Compressor	36-volt Battery Charger	36-vok Banery Clarger	24-volt Battety Charger	36-volt Banery Charger	36-valt Battery Charger	36-volt Dattery Charger	36-volt Battery Charger	36-volt Battery Charger	36-volt Battery Charger	36-voli Batery Charger	36-volt Battery Charger	36-volt Bartery Charger	36-volt Battery Charger	36-volt Battery Charget	36-valt Battery Charger	36-volt Battery Charger	16-volt Datery Charger	16-volt Battery Charget	36-volt Battery Charger X	
	Madel	18-1250-15	18-85-29	24-85-17	24-85-1117	11-0013-67	24-E100-11	11-0013-52		18-7758	1880750N2	D3E-12-8500	D3E-18-1050	03E-18-85	D3E-18-95	D3E-18-95	D1E-18-95	D3E-18-95	DJE-18-95	D3E-18-95	D3E-18-95	D3E-18-95	D3E-18-95	D1E-18-95	D3E-18-95	D3E-18-950B	D3E-18-9500	D3E-18-950B	
	Make	Виндов	Bulldag	Soping	Bulldag	Ropijag	Bulldag	Bolidog	Bluff		i																		
	Year	3000	1000	2000	2000	2002	2000	2000			2000			2000	2000	6661	6661	1999	1990	6661	1999	1999	1999	1999	6661				
	Contract	V91700078	87000886V	V020008B	V62100088	48000161V	88000162V	88000160V	rt09801·1	V83990018	N3000058	V82590441	V83990475	K3000266V	83000133V	83990745V	R3990656V	B1990655V	83990654V	81990653V	V£23006E8	83990660V	83990659V	R399065BV	83990657V	VB3000462	V83000483	V83990698	
1	_	1 2	I == '							~ i			5 I	- F2	- D	- E2 (E2 1	===	-	53		E2	- □	- □	Ω	= 1	= 1	3 1	

CTK V Yons of Citicapual Assets 800+ Line Items

1979 1015-1010		T-	1	 	7		~ '	, ,		, , , ,				· ·			, 01	./ 0 \	· !	νí	, ,	U-T	01 -			ı u	₂ 01			•
1972 1972	LTSR Uquidarlen	\$\$	\$37.50	\$37.50	\$37.50	\$37.50	\$37.50	537.50	\$37.50	\$27.50	\$37.50	537.50	537.50	\$37.50	\$37.50	\$37.50	\$37.50	537.50	537.50	\$37.50	\$37.50	\$37.50	\$37.50	\$37.50	\$37.50	537.50	537.50	\$37.50	537.50	\$37.50
1979 1985	% Disc	相																												
1972 1974	Condition																													
Vor. MANA Productylate Scriet Nu. Fibra Andreu Vinde Grunt It Light Light Indignation Vinde Current Year One Tiple	ed Value	Year One		75	75	27		27	75	7.5	æ	27	27.	27	22	7.5	7.5	7.5	75	25	7.5	2	7.5	25	27	75	27	2	7.5	27
1979 1974	Distres	Current	27	25	75	75	75	22	25	7.5	25	7.5	25	27	75	75	2	75	25	75	27	2	27	25	27	2	275	75	75	25
1999 LiG1-16569 Sevent Battery Charger Strict No. Current Votes Control 1999 LiG1-16569 Sevent Battery Charger 9222236 310 3156 31	Idadon Yahue	Year One	150	125	द्रा	27.1	125	133	150	150	150	150	150	150	150	051	150	150	17.5	125	123	<u> 51</u>	271	051	150	150	150	130	150	130
1999 1G11-1656 36-will blurry Chapter Signit No. Current Vent Chapter 1999 1G11-1655 34-will blurry Chapter 5122235 300 1G11-1655 34-will blurry Chapter 5122235 300 3	Orderly Liqu	Current	200	150	150	150	150	130	200	200	300	200	300	360	200	DQT	200	200	150	150	150	150	130	D92	200	300	200	2002	300	200
Pear Male Dis-9500 Sevent Battery Charger Seriata No. C.	kci Volue	Year One	350	250	8 <u>2</u>	250	250	250	350	350	350	350	350	356	350	350	350	350	250	150	250	250	250	350	350	350	350	350	350	330
1999 LG12-865F 24-voil Battery Charger 9822234 1999 LG12-865F 24-voil Battery Charger 9822234 1999 LG12-865F 24-voil Battery Charger 9822234 1999 LG12-865F 24-voil Battery Charger 9822234 1999 LG12-865F 24-voil Battery Charger 9822234 1999 LG12-865F 24-voil Battery Charger 9822234 1999 LG18-1050 36-voil Battery Charger 9823145 1999 LG18-1050 36-voil Battery Charger 9823145 1999 LG18-1050 36-voil Battery Charger 9823145 1999 LG18-1050 36-voil Battery Charger 9921455 1999 LG18-1050F 36-voil Battery Charger 99215081 1999 LG18-1050F 36-voil Battery Charger 9921508 1999 LG18-1050F 36-voil Battery Charger 9921508 1990 WJ-12-865 36-voil Battery Charger WJ-18-8650 36-voil Battery Charger WJ-18-8600 WJ-18-860	Folr Mar	Суптел	00+	300	300	300	300	300	007	007	400	007	400	007	001	400	400	400	300	300	300	300	OQE.	400	00+	100	400	400	001	92
Par Make Model Description Discription Discrip	Serial No.		X1.23602	9828286	9828235	9828224	9878123	9828211	9828149	9828148	9828147	9828146	9828145	99R15085	99R15084	99R150B3	99R150B2	PR15081	(614411	2,46149	(1.23%)	(F13146	2847795	/838492	/838490	/В38489	/038488	7338487	1838486	VD38425
Year Make Model	Description		36-valt Bailery Charger	24-volt Battery Charger	24-volt Ballety Charger	24-volt Battery Charger	24-volt Battery Charger	14-velt Battery Charger	36-valt Battery Charger																					36-valt Baltery Charger
1999 19	Model		D3E-9500	LG12-865F	LG12-865F	LG12-865F	LG12-865F	LG12-865F	LG18-1050	LG18-1050	LG18-1050	LG18-1050	LG18-1050	LG18-1050F	LG18-1050F	1.G18-1050F	LG18-1050F	LG18-1050F3	W3-12-865	W3-12-865	W3-12-865	W3-18-865B	W3-18-865B							W3-18-960B
	Make																													
0510 0510 0510 0510 0510 0510 0510 0510	Vear			6661	6661	1999	1999	1999	1998	1998	1998	1998	1998	1999	1999	1999	6661	1999		2001	3000		ioat							
612990000 6139900 6139	Contract		V83990707	81990054V	82990053V	82990052V	81990051V	82990050V	N109086EB	83988600V	83980603V	V002080EB	#3980602V	83990491V	83990490V	81990492V	83990491V	81990493V	V82990329	K2010061V	V721000128	V83920334	43010173V	V83500438	V83000437	V83000436	V83000435	V83000434	V83000110	V83000439
	- Justo																	7			94		<u> </u>		-	-	-		-	-

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Printed: 619/2005 File: 05-08-2005 Masior Asset Listats

Printed: 6/9/2005 File: 05-86-2005 Masier Assat Listxis

		79.7		Citicapi 800+Li	ions of ital Assets ine Items	± 6							20 /0 /27 F	Case 2
Contract Year	Make	Model	Description	Sedal No.	Fair Mari	krt Value	Orderly Liqu	Idailan Value	Distress	ed Vatur	Candition	% Disc	LTSR Liquidation	2:03-0
NOT.					Chrrent	Year One	Ситтеп	Year One	Current	Year One		DO T	8	CV-(
900		18VIUSX3D	36-volt Battery Charger	00X25845	250	22.	135	081	80	30			\$25.00	26
2007		IBVIOSX3D	36-volt Battery Charger	00.000.000	250	SET	125	100	S	S			\$25.00	05
		C1-12-550B	24-volt Battery Charger	R8168726	250	225	225	100	50	2			\$25.00	<u>-JI</u>
1		Ct-12-550B	24-valt Battery Charger	R7517925	250	225	51	1001	8	35			8358	<u>DB</u>
		C1-12-550B	24-volt Battery Charger	86179102	250	213	ম	8	50	- S			\$35 W	<u>-S</u>
		C3-18-680B	36-volt Ballety Charger	R8405321	250	ก	22.1	190	8	S			w yes	ΓĄ
		C3-18-6808	36-vat Battery Charger	81704203	250	225	125	001	93	25			\$75.00	Do
6661		D16-12-50	24-volt Battery Charger	0/1771IX	23.0	225	135	901	8	\$			\$25.00	<u>ocu</u>
1999		D1E-12-55	24-volt Battery Charger	81TT89	250	522	125	100	a	æ			\$23.00	me
6661		D3E-12-55	24-volt Banery Charges	X117768	250	2.C.	27	1001	3.0	ş		-	225.00	nt
1999		D3E-12-55	24-volt Battery Charger	XG15438	250	222	251	100	30	8			25 ST	43
661		038-12-55	24-volt Bartery Charger	XG15437	250	ដ	মূ	8	8	95			858	F
1		D3E-18-550	36-volt Battery Charger	WE90043	250	Ä	য়।	001	8	8			225.00	iled
3000		D3E-18-68	36-volt Battery Charger	YA25792	250	អ	21	901	ž	8			225.00	1 O
3000 2000		\$\$C12-53Q		KYE3617	957	22.5	মূ	001	S	s			\$25.00	3/01
		W3-18-680		XG13862	92	El	133	1001	95 20	30			225.00	L/05
		W3-18-680		XGI3861	250	225	រា	8	20	8			\$25.00	5
		11-1001-11		F6FMF09	35	27	0	G	0	9			\$0.00	Pag
		12-100G-1		77047	25	×	-0	a	٥	a		-	\$0.00	ge 6
		11 1000 1		77046	2	25	0	0	0	0			\$0.00	35
		1-3000-1		77045	35	35	0	0	ò	o			\$0.00	of :
Ş		12-125-15		XL170181	35	**	ō	a	0	0		<u> </u>	\$0.00	111
				AYX213614	35	2	0	-	•	0			\$0.00	•
7007				AYK213613	35	35	8	8	. 0	8			\$6.00	Pa
				BO4W505	35	35	o	0	0	0			20.08	gel
666				XA932084	33.	35	0	0	0	0		_	\$0.00	D 1
(inc.)	-			XA932084	35	33	0	0	0	0			\$0.00	.43
February 13 20013				XA932083	35	35	a	0	0	0			20.00	}
		Year Make 2000 2000 1999 1999 1999 1999 1999 1999	Vear Make Model 2000 18V103X3D 2000 18V103X3D 2000 18V103X3D 2000 18V103X3D CI-12-530B CI-12-530B CI-12-530B CI-12-530B 1999 CI-18-680B 1999 D3E-12-53 1999 D3E-12-53 1999 D3E-12-53 1999 D3E-12-53 1999 D3E-12-55 1999 D3E-12-55 1999 D3E-12-55 1999 D3E-12-55 1999 D3E-12-55 1000-11 12-100-11 12-100-11 12-100-11 12-100-11 12-100-11 12-100-11 12-100-11 12-100-11 12-100-11 12-100-11 12-100-11 12-125-15 12-125-15 2001 12-125-15 12-125-15 12-125-15 1999 12-125-15 1999 12-125-16 1999 12-125-16 <	Vear Make Model Disscription 2000 18V105X3D 36-voit Battery Charger 2000 18V105X3D 36-voit Battery Charger 2000 18V105X3D 36-voit Battery Charger 2000 C1-12-550B 24-voit Battery Charger 1999 D16-12-55 24-voit Battery Charger 2000 D16-12-55 24-voit Battery Charger 2000 SSC12-550 24-voit Battery Charger WD-18-680 36-voit Battery Charger WD-18-680 36-voit Battery Charger WD-18-680 36-voit Battery 12-100-11 24-voit Battery 12-100-11 24-voit Battery	Vear Make Model Description Serial No. 2000 14V105X3D 36-voit Banery Charger 00X23770 2000 14V105X3D 36-voit Banery Charger 00X33770 2000 15-40th Banery Charger 18103231 1999 1016-12-55 34-voit Banery Charger 1810302 1999 1016-12-55 34-voit Banery Charger 1810303 1999 1016-12-55 34-voit Banery Charger 181030 1990 1016-12-55 34-voit Banery Charger 181030 1000 1016-12-55 34-voit Banery Charger 181030 1000 113-100-11	Vear Make Model Description Serial No. Chilospinal 2000 [14V105X3D] 56-wit Binary Chaper 00X2370 Col. 25.008 Col. 25.008 24-wit Binary Chaper 00X2370 Col. 25.008 Col. 25.008	Control of Parts of Parts Description Control of Parts of Parts Description Control of Parts of Parts Description Control of Parts D	Control of Control of	CHITACO CHIT	Colt Colt	The color part Color part	The color of the	Coltroportial Association Coltroportial Association	Part Part

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CTK V. ions of Citicapital Assets 800+ Line Items

	İ						Fair Market Value		Orderly Liquidation Value	ilation Value	Distressed Value	d Value	Condition	% Plsc	LTSA Liquidation	
fasp •	Contract	Year	Make	Madel	Description	Sertal No.	Current	Year Ont	Current	Year One	Current	Vear One		ĮΙσ	S	· · · · · · · · · · · · · · · · · · ·
	V0110698	1990		12-125-F1	24-volt Banery	XA931082	25	25	0	C	0	0			\$0.00	
	V£ 106998	6661				XA932081	35	35	0	Đ	Q.	0	ļ		\$0.00	
	VEC106698	1999		13-125-FJ		XA932050	35	35	0	0	0	0	•		\$0.00	
	86990135V	1999		12-125-11	24-voli Banery	XA932079	35	SE	0	o	O	0			\$0.00	 r
	86990134V	6661		12-125-FI		XA932078	35	SE.	0	0	0	0			\$0.00	
	86990131V	6661		12-125-FI	24-volt Battery	XA932077	35	35	Đ	0	0	ō			\$0.00	<u> </u>
	V0E10098	1999		12-125-FI		XA932076	35	35	0	0	0	O.			\$0.00	т.
	VR6980613			12-160G11		1082103	35	35	0	0	G	0			\$6.00	1
	V86000143			12-458-15	24-vaft Baitery	XL170180	35	35	O	0	0	3			\$0.00	
	V&5000628			12-65-1	24-volt Battery	R8168722	SE	35	ū	O	D	0			\$0.00	
	V86000617			12-85-1	24-volt Battery	RB168721	35	35	0	C	0	ā			\$0.00	-
	V86000612			12.85-1	24-volt Battery	R8168719	315	35	0	0	0	o			\$0.00	
	0190009BA			1-58-11	34-vot Banery	R8168717	315	st	O	0	0	0			\$0.00	
	V86000609			12.85-1	24-vali Battery	RBI68716	35	35	0	0	G	0			29.00	1
	V86000608			12-85-1	24-volt Battery	R8168715	35	SE	O .	Q	O	0			\$0.00	
	V85000606			12-85-1	24-volt Battery	R#168713	33	35	0	0		0			50.05	[
	V86000605			12-85-1	24-volt Battery	18168712	35	35	O	0		0			\$9.00	1
1_	V86000604	_		12-85-1	24-volt Battery	11683111	35	35	0	0		0			\$9.00	ì
	V86000629	-		12.85.1	24-volt Battery	81687123	35	35	0	0		0			\$0.00	I
	V86000526	_		12-85-1	24-volt Battery	91687120	35	35	0	0		0			\$0.00	l
	V86000624	<u> </u>		12.85-1	24-volt Bastery	611687119	315	35	O	0		0 0			\$0.00	- 1
	V86000622	ļ		12-85-1	24-volt Battery	81687118	33	35	0	0		0			\$0.00	1
	V86000620			12-85-1	24-volt Battery	81687117	35	35		0		0			\$0.00	[
	V86000618	-		12-85-1	24-voft Battery	81687116	35	35		0		0	0		00.03	Į.
	V86000617	_		12-85-1	24-valt Battery	81687115	35	35		0		0	3	_	\$0.00	- 1
	V86000616	-		12-85-1	24-vaft Ballery	81687114	35	35		0		9	6		\$0.00	- 1
	V86000615			12-85-1	24-voli Battery	81687113	35	35		0		0	0		\$0.09	J
	V86000614	-		12-85-1	24-volt Battery	81687112	35	35		0	0	0	0		80.00	- 1
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a 25 of 32	LTSR Liquidation	\$5	20.02	\$0.00	\$0.00	\$9.68	20.02	20.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	30.00	\$0.08	30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9.00	\$0.00	20.08	\$0.00	\$0.00	\$0.00
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ions of Assets Items	Fair Markel Valae	Current	, Z	-57	×	×	<u> </u>	33	35	35	35	35	33	35	35	2	35	33	×	SE .	35	35	35	2	35	35	~	2	æ	35
CTKV lons of Citicapital Assets 800+ Line Items	Serial No.		81687110	81687108	4081111X	86179120	6119119	86179118	86179117	86179115	110111	86179113	86179111	86179105	10161198	86179102	86179101	366SIE	1096815	10158619	AX1158134	AXIISBI33	AXIISBIJZ	AXIISBI31	AXILSBIDD	AXIISBI29	Z9TZLIVA V	XE1+6095	10106-1	XE144176
	Description		14-volt Battery	24-voli Bailery	24-volt Battery	24-volt Banery	24-volt Battery	24-volt Battery	24-voft Battery	24-volt Battery	24-volt Battery	24-vali Battery	24-volt Bauery	24-volt Battery 8	24-volt Battery	24-voli Battery 8	24-valt Battery 8	24-volt Battery 3	24-volt Battery	24-volt Battery 6	24-volt Dattery	24-volt Battery	24-volt Battery	24-volt Baucry	24-volt Battery	24.volt Banery	24-volt Battery	24-voli Bancry X	24-volt Ballery	24-volt Bancry XI
	Model		12-85-1	12-85-1	12-85-13	12-85-13	12-85-13	11-85-13	12-85-13	12:85:13	12-85-13	12-85-13	13-85-13	12-85-13	12-85-13	£1-88-21	12-85-13	12-D75-13	12-075-13	12-075-13	12-E100-1	13-£100-1	12-6100-1	12-6100-1	12-5100-1	12-E100-1	12-E125-1	12-E125-15	12-5125-17	12.E460.11
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	Contract		V86000613	V85000611	V86990359	V86000613	V\$6000625	V26000632	V86000623	V86000636	V86000631	V86000530	V86000621	V86000368	VB6000619	V86000367	N8000084	V86990B33	V86990832	V86990834	86990555V	86990554V	A 25506698	86990556V	B6990559V	8699055BV	B6000243V	VR6990608	V86980282	V86990734 February 13, 2004
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CTK V :ions of Cliticapidal Assets 800+ Line Items

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B 26 of 32		Li Sil Liquidation	×	\$0.00	\$0.90	\$0.09	\$0.00	20.00	8 8	G. I	20.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9.00	\$0.00	\$0.00	50.02	59.60	\$0.00		30.00	20.00	\$0,00	\$0.00	\$0.00	\$0.00	\$9.00	\$0.00	\$0.60	\$0.00
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CIKV Citicapu 800+ Li		do reco	XE144175	147463	VEIRGIZA	07760171	ATEIDATI	AX3161176	AXJ161175	018E0785	81704103	81704101	TPF169115	TPF169114	TPF16913	A2C239175	6057761	2577	9051339	907109	3031330	5057793	505T289	81692114	81692112	81692111	81692110	81692109	11.692108	801.0891	1692107	30100348	
	Decembring	madi na c	24-voli Battery	24-valt Battery	24-volt Battery	14 vole Dane	מי יישי מיישיוני	24-volt Bancry		36-volt Bastery	36-valı Battery	36-volt Bancey	Me-volt Battery										36-volt Bancry 5	36-volt Bairery 8	36-valt Bancry	36-volt Battery					96		
	Model		12-E460-11	12-E46071	12-E85-13	12.844.11	F. 700 F.	f -cgg-51	12-685-13	18 CELL	18-125	18-115	18-125-13	18-125-13	18-125-13	18-125-13	18-125-17	18-125-17	18-125-17	19.176.17		18-125-17	18-125-17	18-125-17	18-125-17	18-125-17	18-125-17	18-125-17	18-125-17			18-125-17	
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	Year					agg	1009	ş					tout	1902	1001	2002																	
	Contract		V&6990735	V86990733	V85000293	86000294V	86990631V	VOEAGONE		V#7971291	V87001196	VE7001195	97010359V	870‡0358V	87010357V	87010286V	V87001314	V87001254	V87001253	V87001251	PACINO TRU	ACTION OF THE	A COLUMN A	V87001193	V87001189	V87001188	V87001187	V87001185	0611004BV	V87001192	V87D01186	V87001184	February 13, 2004
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lons of	Assets	Items
CTK V	Citicapnal	800+ Line

						Citicap Citicap 800+ L	Citicapual Assets 800+ Line Items	ž ts č							B 27 of 32
insp •	Contract	Year	Make	Madel	Description	Sertal No.	Falr Ma	Fair Market Value	Orderly Liqu	Orderly Liquidation Value	Distress	Distressed Value	Condition	2 Disc	LTSR Llauidation
							Current	Year One	Current	Year One	Current	Vear One		,	
T	V87001183			18-125-17	36-vok Bancry	81692104	\$	\$		┸					\$
	V87001182			18-12-81	36-volt Danery	81692103	45				9				\$0.00
	V87001181			18-125-17	36-valt Battery	81692102	**								\$0.00
	A89606618	1999		18-125-17	36-volt Battery	ХС938363					6	٥			\$0.00
	87990974V	1939		18-125-17	16-volt Bancry	XC038377	9 :				0	G			\$0.00
	87981134V	1998		18-125-17	36-volt Banery	XA928798	Ç				8	0			\$0.00
	87981133V	1998		18-125-17	36-volt Battery	XA928796	- ¥	÷	9 8		0	6			\$0.00
	¥26118678	1998		18.125.17	36-valt Battery	XA928795	2			0	9	0			DO: 025
	87981131V	\$661		18-125-17	36-valt Bailery	XA928794	7	î Î		0	-	0			D0.0s
	87981138V	8661		18-125-17	36-volt Bauery	XA928793	2 4	7		-	8	0			\$0.03
-	87981137V	1998		18:125:17	36-volt Battery	XA938793	7 4	7	3	6	a	9			\$0.00
103	8798113DV	1998		18-125-17	36-volt flattery	XA928790	Ç ;	€ :	6	0	0	0			\$0.00
- 63	87981129V	B 661		18-125-17	36-volt Batery	X A 978799	2 3	7	0	6	0	Ö			\$0.00
- sc	47981136V	8661		18-125-17		XA928788	7 -	£ .	0	0	8	0			\$0.00
bris	W201135V	8661		18-125-17		X A 02 8787	7 3	7	0	0	-	0			20.02
\$5	87001333V	2000		18-125-17		1304W166	: •	\$ 1	5	0	6	0			\$0.00
<u> 80</u>	87001334V	2000		18-125-17		1304W102	7 4	ĵ :	- 	•	0				\$0.00
	V11600978	1090		18-125-F1		XG938741	}	2	5	0	C3	-			\$0.00
E .	¥7990970V	1999		18-125-F1		XG938750	2 \$	\$ \ \	0 6		5	-	!		\$0.00
뚭	R7990969V	6661		18-125-FI	36-volt Dattery	XG938749	\$	7 2	3 6	0 6	- -	0			20.00
<u> </u>	V29609078	6661		IB-125-Fi	36-volt Battery	XG918381	£	\$	-	3 6	5 -	3 7	+	+	\$40.00
₽	N990964V	6661		18-115-F1	36-volt Datesy	XG938380	\$	\$	e	, - _E		3		+	\$0.00
8	V£360967B	6661		18-125-F1	36-vol Batery	XG93B379	2	=		3 3	-	3		+	\$0.00
É	87999942V	1999		18-125-F1	36-valt Danery	XG9J8378	1	T v	•	5	-				\$0.09
17.	479909074	1990		18-125-FI		XG938229	;	7 3	5	0	-	-			\$0.00
87.	87299966V	1999		18-125-FI		XG938228	4	2 2	5 6		a	0			\$0.00
31	V2TG999T5V	1999	-	18-125-F1		E1913613	: 5	7 +	3 ,	3	0	0		==	\$0.00
78	V87001180			18-125W		61136113	2 3	ç i	-		•	a		=-	\$0.00
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CTK V ions of Citicapual Assets 800+ Line Items

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LTSR Liquidation	33	\$0.00	20.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00	\$0.00	\$0.09	\$0.00	\$0.00	80.08	10.00	\$0.00	\$0.00	\$0.00	20.00	59.00	\$0.00	\$0.00	sa.00	\$0.00	\$0.03	\$0.00	\$0.00	\$0.00
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	Serial No.	81336111	81336108	81336107	81336107	81336106	81336104	81336103	81336102	81336101	18339105	18336110	17040108	17040108	17040106	170+010+	17040103	404W445	89G4048	£10FD68	8650911X	Z+130t1 Y X	8091600X	AYC183028	AYC183027	AYA173205	101611744	AXL169097	XL17099\$
	Description	36-vok Ballery	36-volt Battery	36-vok Battery	36-valt Banety	16-volt Battery	36-volt Banery	36-volt Baltery	36-volt Battery	36-volt Dattery	J6-vall Banery	16-volt Bailery	36-voli Baltery	36-valt Battery	16-volt Battery	36-volt Ballery	36-volt Battery	36-volt Battery	36-volt Banery	36-volt Battery	36-volt Battery	16-volt Battery	36 volt Battery	36-volt Battery	36-volt Banery	36-volt Bauery	36-volr Bancry	36-volt Bottery	36-volt Battery
	Model	W251-81	I8-125W	18-125W	18-125W	18-125W	18-125W	18-125W	18-125W	18-125W	18-125W	18-125W	18-125W	18-125W	18-125W	18-125W	18-125W	18-85-17	18-965	18-965	18-E100-21	18-E100-21	18-E125-1	18-E125-1	IB-E125-1	18-E125-1	IB-E125-i	18-E125-1	18-E125-13
	Make																												
	Year																	2000						2000	2002	1999	1999	2000	
	Contract	V87001179	V87D01176	V87001175	V87001174	CT11001RV	14106133	V87001170	V87001169	V87D01168	V87001172	871100187	V87001166	V87001167	V#7801164	V87001163	V#7001165	87000211V	V81950623	V81980622	V87990961	V£7990930	V87990333	V (à É BOOQT B	87000360V	87991436V	87991435V	97000438V	97£19613V
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CTK V lons of Citicapual Assets 800+ Line Items

ase	% Disc LTSR Liquidation	-C > \$\$	90.08		8.5																					805-JDR-STA Document 43 Filed 08/01/05 Page 71 of 111 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8					
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	Serial No.		XL170994	XL170154	ts1e117X	XG152198	XF149984	XLI69228	XL169227	XL169226	XL169225	XL169224	XL16923	XL169221	XL169220	XL169219	XL169118	9126911X	XL169215	XL!69214	XL169213	XL169212	XL169211	0126917X	XL169209	XL169208	XL169207	XL169206	XL169205	Х1169104	
	Description		36-vati Bairery	36-vak Baitery	36-volt Aanery	36-volt Bouery	36-volt Battery	36-volt Battery	36-volt Battery	36-von Battery	36-volt Battery	36-valt Battery	I6-valt Butery	36-volt Butery	36.volt Banery	36-voli Battery	36-volt Battery	36-volt Battery	36-volt Battery	36-vok Battery	36-volt Bauery	36-volt Bancry	36-valt Bancry	36-volt Banezy	36-volt Banery	36-volt Battery	36-von Battery	36-volt Battery	36-volt Banery	36-volt Battery	
	Model		18-6125-13	18-2125-13	18-E125-13	18-5125-13	18-E125-13	18-E125-17	18-6125-17	18-E125-17	18-6125-17	18-5125-17	18.E125.17	18-G125-17	18-E125-17	18-E125-17	18-E125-17	18-E125-17	18-E125-77	18-6125-17	18-E125-17	18-E125-17	18-E125-17	18-E125-17	18-E125-17	18-E125-17	18-E125-17	18-E125-17	18-E125-17	18-E125-17	
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	Contract		V87991375	V87991374	V87991373	V87990696	V87990679	V87991339	V&7991338	V87991337	V87991336	V87991335	V87991334	V67991332	V87991331	V87991330	V87991329	V87991327	92£166£8A	V87991325	V87991324	V87991323	V87991322	V87991321	V87991320	V87991349	V87991348	74£16618V	V87591346	V87991345	February 13, 2004
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February 13, 2004
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9 30 ol 32		LTSR Liquidation	\$\$	\$0.00	20.00	\$0.00	\$0.00	\$0.00	\$0.00	00.03	\$0.00	80.00	80.03	50.03		9777	\$0.00	\$0.00	\$0.00	\$6.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	30.02	80 05	Division of the second	24.00	\$0.00	\$0.00	\$0.00
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	lation Volum		rear One	0	•	Q	٥	8	0	0	a		6	6	0	6	,	,	0	0	0	е	0	<u> </u>	0	0	0		0	-	, ,	-	-
	Orderly Liquidation Volum			5	6	•	o		٥	9		o	0	0	-	8		1	-	•	6	0	-	3	6		0	٥	a	-6	-	3	6
		+		7	2	Ž,	45	\$	Ç	₩	\$	45	45	45	45	3	\$	¥	7 1	7	4	45	ş ;	Ŷ	\$	2	45	45	45	\$\$	- -		ç
ions of Il Assets e Items	Falr Market Volue	Cerren	-	5	Ç :	\$	\$	Ş	\$	\$	25	Đ	45	45	45	2	25	¥,	7 4	? :	ç	7	? ?	7 3	2	\$	5\$	45	45	\$	-		Ç
CTK V fons of Citicapual Assets 800+ Line Items		Serial No.	X1.169203	X 160703	N. Lemon	ALIBORUI	XL109200	XL169199	XF148085	107752	VD051639	YIIZOZIJA	Y11202730	AX163413	AXJ163412	AX1163419	AX1163418	AXJ163417	AX1163416	AXII63415	Z KINGALIA	Filtrance	AXII61410	AXHGana		izzzi	AXI162220	AX1161219	AX1160063	AX1160062	AX1160061	AXIIAONA	
		Description	36-vob Banery	36-vok Battery											36-volt Battery	36-volt Battery	36-volt Bancay	36-volt Dattery										36-valt Barrery	36-volt Bancay	36-vab Banery	36-voli Bancty		
		Node	18-E125-17	18-8125-17	18-E125-17	18-E125-17	18.6176.17	11 2134 13	11-021-01	18-6125-17	19-613-613	C1-(1-12-0)	18-E140-15	18-E155-3	18-E155-1	18-E155W	18-E155W	18-E155W	18-E155W	18-E155W			IB-E155W	18-E155W	18.E155W				18-E155W	18-E155W	18-E155W	18-E155\V	
	1112	PIEKE																			-							= -	=	=	91		
	Y													666	<u> </u>	1999	1999	1999	1999	1999	1989	2861	1999	6661	6661	6661	5		1999	66	1999	1999	
	S		P1 16678V	VB7991343	V87991342	V87991341	0FC166L9A	V87990539	V87990034	V87971297	V87001040	Van Contract	avionise:	ASC716678	81991254V	V13519978	87991260V	A7991259V	87991258V	V72110978	87991236V	87991253V	87991252V	A7991269V	V8351997B	V7951267B	VAACIPOTA	Aportice	87991265V	87931264V	87991263V	V126116078	February 13, 2004
	Insp.															=	87	a .			8	88.	tes .	6	EB.	18	-		S	8	87.	871	Febru

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Jons of	Assets	Items
CTK V	Cificapital	800+ Line

L															
րո	Contract	Year	Make	Model	Description	Serial No.	Fair Mar	Fair Market Value	Orderly Liqu	Orderly Liquidation Value	Distress	Distressed Value	Condition	Z Disc	LTSn Liquidation
							Current	Year One	Current	Year One	Current	Year One		μo	\$\$
	87000246V	2000		18-E85-17	36-voli Battery	AYBI77153	\$	45	8	-		0			9
	V82000143			18.E85-23	36-volt Battery	6818122	45	59	0	6	0				20.03
	88000114V	3000		24-85-21	36-voli Battery	NI 2103 TZ23	8	30	-	0	0	0			
	VELLOOGE	2002		24-85G-21	36-von Battery	05YA920655	50	50	e	-	Ġ				5
	VRB000215			24-E100-17	48-volt Battery	YG196580	\$30		8	8	S	5			
	V87991431			11T18-085-17	36-volt Battery	404W275	45	45	0	°	8	-			St. de
	V87991430			BT18-085-17	36-volt Banery	404W274	\$		0	-	-				20.00
	V83990706			D1E-18-950B	36-volt Battery	109[CIX	\$			0	0				
	V8392070S			D3E-18-950B	36-valt Battery	XL23600	÷	2	6	9	-	0			
	V83990704			D3E-18-950B	36-volt Battery	XL23599	\$	\$	-	-	P	-			20.02
	V83990703			D3E-18-950B	36-valt Bailery	XL23598	7	45	Q	-	-	0			
	V83990702			D3E-18-950B	36-volt Battery	XI 23597	\$	₩.	6	4	•	6			20.03
	V83990701			D3E-18-950B	36-volt Bauery	X1.23596	54	Ş	-	0	0	0			30.03
	V81990699			D1E-18-9508	36-valt Hancry	KL73594	45	\$7	-	0	0	8			\$0.00
	V83990697			D3E-18-9500	36-volt Battery	XL23592	\$	45	a	8	-	0			\$a.co
	V83990696			D3E-18-950B	36-volt Nattery	XL13591	ş	\$7	0	0	•	0			\$9.00
	VB1990695			DJE-18-9308	36-volt Banery	XL23590	2	\$7	0	0	-	0			50.00
	V83990694			D3E-18-950B	36-volt Battery	XL23589	\$	43	8	0	-	a	-		80.08
	VB1990693			D3E-18-950D	36-volt Battery	XL23588	\$	\$7	0	0	6	0			20 02
	8700Q940V	2000		E8521	Взислу	46140	25	35	o	٥	0	Ф			\$0.00
	A66600018	2000		E#521	Dattery	46139	33	35	c	0	0	0			\$0.00
	97000038V	0002		EB521	Ванелу	46138	35	35	0	0	0	6			\$9.00
	87D00937V	2000		E8521	Battery	46137	35	33	Đ	o	-	C		 -	\$0.00
	87000936V	2000		E8521	Banery	46136	35	25	0	6	0	Q			\$0.00
	87000935V	3000	_ 	16831	Вансту	46135	35	35	0	•	8	-			80.08
	87000934V	2000	<u></u>	E8521	Battery	+613+	35	35	0	6	°	6			90
	\$7000033V	3000	4	EBSZ1	Вэшсту	16133	×	25	0	0	6	0			80.08
	87000932V	2000		E852)	Ballety	Z£19+	×	F	0	-	-	0	-	-	\$0.00
1	February 13, 2004	7									-	-	-	1	

February 13, 2004 Hunyady Appraisal Source Document

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lons of	Assets	tems
CTX V	Citicapual	800+ Line

Case 2	2:03	CV:	-02	60!	5-J	DB	-S]	ΓA	D	OCL	ıme	ent	<u>43</u>	F	ilec	1.08	3/0	1/0	5	Pa	ge	74	of 1	11	E	agell	152
в 32 оf 32	LTSR Uquidation	*	\$0.00	80.00	80.08	\$0.00	\$0,00	\$0.09	\$0.03	50.00	50.00	20.00	80.03	\$0.00	\$0,00	20.02	\$0.00	\$0.00	\$0.00	\$0.00	20.00	\$0.00	5761,162.50			_	
	% Diec	PHO OF													%0											•	
	Condition																										
	d Value	Year One	0	G	0	0	0	0	0	0	0	0	Ð	0	0	0	0	0	0	D	0	a	\$1,067,875				
	Distressed Value	Current	a	0	0	•	0	0	0	0	0	0	0	0	0	O	0	O	0	O	0	0	21,308,725				
	dation Value	Year One	-	0	0	0	0	q	0	0	0	0	0	0	0	0	0	0	O .	0	u	0	S1, 191, 705				
	Orderly Liquidation Value	Current		0	0	0	0	Q	0	D	O	O	O .	0	0	o o	0	Q.	0	0	0	0	S1, 659, 670				
4 .a	iel Value	Year One	35	35	35	35	35	35	315	35	35	35	35	315	35	35	35	35	Ş.	45	45	45	8,40,770				
CTK V lons of Citicapual Assets 800+ Line Items	Fair Market Value	Current	35	335	315	35	33	35	35	35	35	33	35	35	35	35	35	35	45	\$	45	45	शाःकुद				
CTK V Citicapu 800+ Li	Serial No.		46131	46130	46129	46128	46127	46126	16125	46124	46123	46122	46121	46120	46119	KXEB350	X124254	XI 24253	XL24372	Х124371	077.2437.0	95£+2.1X	TOTALS				
	Description		Вапегу	Rancery	Ванету	Вансту	Battery	Ballery 4	Вансту	Озисту	Вэпегу	Вэпсгу	Battery	Dauery	Banery	24-vok Bancry	24-vot Banery	24-volt Battery	36-vak Battery	36-volt Ballery	36-volt Battery	36-volt Baitery					
	Nodel		E8321	EB521	EB521	E8521	EKSTI	E8521	E8521	E8521	E8521	[3852]	E8521	EB521	[852]	SSC-12-550	W3-12-865	W3-12-865	W3-18-865B	W3-18-865B	W3-18-865B	W3-18-865B					
	Make																										
	Year		1000	2000	2000	3000	3000	2000	2000	2000	2000	2000	2000	2000	3000												
	Centract		V1600091V	8700093aV	V61600018	87000928V	87000923V	87000912V	X7000921V	87000920V	87000919V	V12000013	87000926V	87000925V	87000924V	V82990393	V82000084	V82000083	V83990723	V81990722	V81990710	V81990121					
	- dsu																										

Case 2:03-cv-02605-JDB-STA Docume	ent 43 Filed 08/01/05	Page 75 of 111	PageID 153
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Printed: 5/9/2005 Filo: 05-06-2005 Master Asset List.xis

age 1 of 1

YEAR	YEAR OF MAKE & MODEL OF VEHICLE # (1) CONTROL # (1)	VEHICLE #	SOUTH NIN CASE OF THE	MILEAGE	WENDERS MILEAGE ON NOTES EMPLOYED TITLE 7000 REGIS.	TITLE ?	REGIS.	Dealer Retall	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	Privat Party	ny	Trade 🔼	1		_	LISH
							₽	Current		Current	rear Oute	Current	Year One	Condition 5	Discount	Uquidation
1991	FORD 3/4 TON	VAN	1FTE24H3MHA14702	118,597	yor denis & rough, fire	TITLE	CTKILC	1750	1500	1300	1100	800	5 009	600 SCRAP	۰ ،	100
1992	FORD	VAN	1FTFE24Y4NHA92858	~	ents & rough, fires.			1350	1000	000	200	150	2001	100 SCRAP	۰ ،	00.
1992	FORD	VAN	1FTE24V4NHA89247	۰ (ð	ed, 11104.	f	1700	1400	700	000	000	2005	and acrea	s &	002
1993	FORD ECONOVAN	NAN 59	1FTHS24HIPHAZ7292	7 7 850	Nor deal in Dack door,	1 1	CTK11C	18000	9001	6500	0008	2500	SS00 POOR	POOR	3 23	3250
1991	GMC DIESEL DIMLIY	WAY T MAN	1GTGC2FPRF524085	racked from	bumper, major m panel	damage, tires.	4	2080	1700	1500	1300	550	400 \$	400 SCRAP	0	100
1994	CHEVY 34 TON	VAN 607	1GCEG25HXRF180321	202,962	4, rear corner panel.		CTKLLC	1650	1300	1000	700	300	200 F	200 FAIR	25	150
1994	CHEVY	TRUCK	1GCFC24K3RE196234	TX.				2500	2000	1800	1300	920	700 FAIR	FAIR	% :	525
1994	CHEVY G20 1/2 TON	VAN 54	1GCEF2SK1RF160938	224,960		TILE	TOM BELL	1650	1300	1000	760	300	200 F	200 POOR	G .	001
1994	CHEVY G30 1 TON	VAN 462	1GCHG35KSRF129534	188,738	rkd wndshid, raugh, it	111	TOM BELL	1650	1300	1000	700	COE	200 5	200 SCRAP	<u> </u>	100
1994	TOYOTA TLX P.U	TRK 55	JT4VD10AXR0022674	187,423	id sides, rear bumper	TITLE	TOM BELL	2100	1900	1700	1500	600	2009	600 SCRAP	۶ -	100
1995	CHEVY 1GC	VAN 71	1GCGG35K6SF215274	135,719	hole in back door.	H. F.	TOM BELL	2500	1200	1200	DC 6	in o	1 000	Sub FAIR	g t	375
1995	GMC SC3	TRK 64	1606034F35E536920	214,469	and door panel inside.	11116	TOMBELL	2500	1500	907	002	250	500	SOU FAIR	3 5	052
1992	CHEVY GZU 1 ION	VAN 52	16CE625K2F173235	440.630	s, seal, mators, tide:	1 1 E	Tom Bell	4700	4260	4000	1500	7550	2002	200 POOR	3 5	1100
	CODEC 330 DRISH FISHOR	VAN	287KB31Y45K505182	153,679	ner nanel bumper su	TILE	TOM BELL	1800	1500	000	800	400	300	300 ROUGH	75	75
1995	GMC Roll Back	TRK	1GDT7H4JXSJ52015B	,		damage tro	art atr ped, tir	15000	14000	13000	\$2000	2006	8000 F	BOOD ROUGH	72	2000
1995	GNC SC3	TRK 38	1GDGC34FOSE541878	232,935		TIFLE	TOM BELL	1900	1500	200	300	300	200 \$	200 SCRAP	•	100
1995	CHEVY G20	VAN	1GCEG25KOSF172844	SCRAP	ngs, seal and dash, Il	TITLE	CTK INC	1900	1500	1200	1000	800	500 5	500 SCRAP	0	100
1995	CHEVY 620	VAN	1GCEG25K1SF173114	202,398		TITLE	TOM BELL	2500	1500	1200	950	950	500 €	500 SCRAP	6	100
1995	FORD F-150	TRK 609	2FTEF15NOSCA60225	~	. dings, dash burgisriz	TITLE	CTKLLC	1800	1500	1200	800	200	300	300 SCRAP	•	100
1695	CHEVY G20		1GCEG25K9SF10105B	160,952	side doors, mutors, se	TILE	CTKING	2500	1500	1200	950	950	2005	500 SCRAP	0	tot:
1995	CHEVY	VAN 485	1GCEG25K5SF136843	215,249	comer panel, back di	TITLE	TOM BELL	2500	1500	1200	950	950	1005	500 SCRAP	۰ ۵	001
1995	CHEVY 1GB Dually	VAN 605	1GBHG31K4SK195383	146,920	wnd shild critid, rear w	TILE	Toyota Ind	4100	3600	3300	2800	2250	10001	1800 SCICAP	بر د	100
1996	FORD	F150	2FTEF15YOTCA03485	700	MODULE:	= =	TOWNER	2050	174D	1500	1200	050	3002	TOO EAR	3 %	525
1996	CHEVY G30 1 TON	VAN 51	1GCGG35K51F102458	1/8,044	Ind whoshid, seals.	901. F E E	TOWNELL	2850	2500	1500	1200	1050	1 008	BOO FAIR	25.	009
986	CHEVY 630 1 ION	VAN /6	10CGG35K11F115330	131,111	of shield demans it sinks	-		2850	2500	1500	1200	1050	7007	700 POOR	8	350
1998	CHEAY G30 1 TON	VAN 95	1GCGG35K1TF113009	164.815	per, seat rear comer panel, tres	nel, tres.		2850	2500	1500	1200	1050	700 \$	700 FOOR	99	350
1996	CHEVY G30 1 TON	VAN 62	1GCGG35K2TF100395	143,711	Ē	TITLE	TOM BELL	2850	2500	1500	1200	1050	1007	700 POOR	ន	350
1996	CHEVY G30 1 TON	VAN 74	1GCGG35K5TF113157	231,748		TITLE	TOM BELL	2850	2500	1500	1200	1050	780 1	700 POOR	S 1	350 5
1996	DODGE 825 1/2	VAN	2B7HB21VBTK175497	155,635		TILE	CTKLLC	3800	1500	1000	009	400	3005	300 ROUGH	2 ;	υ, υ,
1996	FORD F-350/The Press	TRK 40	1FOKF37F8TEA47394		igh, denis, dings, tiree		TOM BELL	4850	0000	4100 7500	3200	1800	1500 4	2300 ROUGH	2 <	900
1995	HOT & COT COOL	TRAILER	1LPGE216811PEB042	25 DBCI, 648CL	needs repair, agais, pins	TIT! E	arms, tires.	2400	2100	1700	1400	200	2005	SOD FAIR	, Y.	375
/881 /881	FURUTEU I IUN	VAN	1F1D524C4VD504323	FEC 6UC		1		2350	2000	1800	1400	006	1 002	700 FAIR	22	
1001	CHEAY G30 1 TON	VAN 75	1GCHG39R8V1054407	179,630	IS DOOR 1	TIFLE	CTK INC	3000	2500	2200	1800	1250	850 6	850 FAIR	52	637.5
1997	GMC SC2 2500	1RK 36	1GTGC24F7VZ507674	222 208	nld, Seats, th	TITLE	Tom Bell	3600	3000	1770	1400	1400	1100 FAIR	FAIR	52	
1997	CHEVY G30 1 TON	VAN 58	1GCHG39RXV1079860	c-	Ű	TITLE	TOM BELL	3600	3000	1770	1400	1400	1100 FAIR	FAIR	52	825
1997	LEXUS		JT8BF22G8V0025134	Electric seat broken, righ	I broken, rigt JOHN			9500	0006	8800	8300	6100	5600	5500 FAIR	52 5	a 4500 3350
1997	GMC ROLLBACK		1GDM7H1J2VJ501245	235,000	ě	į	0117	14000	13000	12000	00011	8200	2020	AND PUCK	a =	900
1997	PORD ECONOVAN	VAN 602	1F J HSZ4LOVH864323	139,305	eat, mejor rough, ures	4 H	CIKIC	19560	18000	17000	15000	12000	10000	0000 0000	. 2	10000
1999	DODGE 1 TON	NAN.	287KR312XXK512052	-	r damage driver door.			3400	2900	1900	1700	1600	1300 FAIR	FAIR	25	27. 576
1999	DOOGE	VAN 493	287KB31Z5XK512055	·	ndshid crkd, mirror.			2500	4500	4200	3500	3000	2500 FAIR	FAIR	25	1875
1999	FORD TAURUS		1FAFP53U1XA251007	83,140				5100	4500	4300	3800	3100	2500	2500 FAIR	52	1875
2000	DODGE	VAN	2B7KB31ZOYK120697		MICHAEL			6750	2500	2000	4200	3750	3000 FAIR	FAIR	55	2250
2000	DODGE RAM DUALLY	3500	1B7MC336XYJ140377	Veeds Brakes, lire	es, tires, front rh comer i	TITLE	CTKLLC	15000	13000	12000	10000	10000	0000	BODO FAIR	 22 -	0009
2000	DODGE	VAN 402	2B7KB31Z2YK120698	٠ ،		s side,	lires.	06/90	0068	2000	4200	1575 1075	0000	JUNE SCRAF		92.
2000	DODGE RAM	X S	287J821Y/YK1119/6	~ r	zed, dr doni, seal, tire	֝֟֝֟֝֟֝֟֝֟֝֟֝֟֝֟֝֟֝֟֝֟֝֟֝֟֝֟֝֟֝֟֝֟֝֟֝֟	CTALL	9000	5750	2000	4500	2000	10505	FAIR	2 %	2437 5
2007	אַטָּיָּר דּאַטְּטְּטֵּ	VAN	267K631Z41K519373	_	y, not desper.	Tiga	CTKILC	9500	6750	7000	2000	5500	3750 FAIR	FAIR	3 52	2812.5
2001	Olfawa Commando 31		11VA813EX1A000292	on rent	ELLDGG'S	TITLE	EEC	36,000	29,000	25000	22000	25000	20000	DOOD POOR	25	10000
2001	Ottawa Commando 30	Tractor	11VAB13EX1A0D0291	an reni	ELLOGG'S	TITLE	EEC	36,000	29,000	25000	22000	25000	20000	20000 ROUGH	75	2000
1939	Chryster Town&Country Li	Mind-van	1C4GP64LBXB749838	٠	Wife George		I	9,500	8,500	7,500	6,500	6,500	5,500	FAIR .	8	4125
							E	311075	Zedbuu	226940	193950	1/4000	139400			(2)(1)
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lture & Equipn	
Fixtures, Furn	EEC Building

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Fuir Market Value Orderly Liquidation Outrent Year-One

																	<u></u>			
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Condition																				
Purchase Date	2004	2001	2001		2001	2001	2001 2004	2001		2004	2001 2001			2001	2004		2001	2001	2001	
Location AP Office AP Office	AP Office AP Office AP Office	AP Office AP Office AP Office	AP Office AP Office	GG Office GG Office	GG Office GG Office	GG Office			IM Office	JW Office	JW Office JW Office	JW Office	JW Office	NR Office NR Office	NR Office	NR Office NR Office	NR Office	NR Office	NR Office NR Office	VH Office VH Office
Description Desk, Secretarial Calculator, Sharp	Computer / Dell S/N FD23P21 Fils Cabinet, 2 Drawer File Cabinet, 4 Drawer	Phone Chair, Secretarial Credenza, Secretarial	Space Heater Word Processor, Brother Model ML100	Desk, Secretanal Desk, Computer	Phone Chair, Secretarial	Chair, Side Phone	Calculator, Computer / Delt S/N FS0SW051	Printer HP Deskjet 842C File Cabinet, 5 Drawer Lateral	Dock Corretarial	Computer / Dell S/N FS0SW051	Phone Printer HP Laserjel 1200	Chair, Secretanal Gradenza, Secretarial	Chair, Side	Desk, Executive Calculator, Cascio	Computer / Dell S/N 21SW051 Brokshelf Everaliva / Shelf	Chair, Executive Credenza, Executive	File Cabinet, 4 Drawer	Printer HP Deskjet 950C	Printer HP Laseriet 4050 Chair, Secretanal	Desk, Secretarial Calculator, Canon
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Printed: 5/9/2005 File: 05-06-2005 Master Asset List.xts

-3e 2 of 5

Distressed Value Current Year, One

Fair Market Value Orderly Liquidation
Current Year One Current Xear One

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ixtures, Furniture & Equipment	EEC Building
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Distressed Value | Current Year One

Fair Market Value Orderly Liquidation
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-	Table, Computer	Computer Rm		2:	O)	9	g	Ś	4	
-	Fax, Brother FAX-560	Computer &m		9	O	9	9	ហ	. 4	
_	Fax, HP 1220xi	Committee Rm		10	œ	g	9	· un	. 4	
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4	File Cabinet, 2 Drawer Black	Cubicles		0	0	0	0		•	
-	Printer HP Daskjet 842C	Cubicles		20	8	13	+	5	d	
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9	File Cabinel, 4 Drawer	a code		0	0	0	0	!		
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_	Drill Press, Daylon G Speed	de la constant		20	45	31	28	3 K	2 6	
-	Grinder	70.00		22	63	44	68	, 1		
+ ~	Drill Press, Tristar	de la		40	36	25	23	3 8	5 5	
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	Welder, Gas Muller	7 (1)		9	O)	Ó	9 40	3 14	, ,	
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Chairs Table

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Jack Hack

EEC Building

EXHIBIT D

BancorpSouth Lenders Collateral

EXHIBIT D

Group One Located at 4155 Questway, Memphis, TN

Three (3) Crown Model 40GPW Serial Numbers: 7A128035, 7A128036, 7A127275

Twenty-four (24) Crown Model 50FCTT Serial Numbers: 9A110041, 9A110042, 9A110043, 9A110044, 9A110045, 9A110090, 9A110091, 9A110092, 9A110093, 9A110094, 9A110095, 9A110096, 9A110097, 9A110098, 9A110135, 9A110137, 9A110138, 9A110139, 9A110140, 9A110141, 9A110142, 9A110143, 9A110145, 9A110146

Twenty-four (24) Powerline Batteries Model 024-085F-21 Serial Numbers: XC934981, XC934982, XC934983, XC934984, XC934985, XC934986, XC934987, XC934988, XC934989, XC934990, XC934991, XC934992, XC934993, XC934994, XC934995, XC934996, XC934997, XC934998, XC934999, XC935000, XC935001, XC935002, XC935003, XC935004

Twenty-four (24) Powerline Chargers Model LG240865F3B Serial Numbers: 99G10326, 99G10327, 99G10328, 99G10329, 99G10330, 99G10331, 99G10332, 99G10333, 99G10334, 99G10335, 99G10336, 99G10337, 99G10338, 99G10339, 99G10340, 99G10341, 99G10342, 99G10343, 99G10344, 99G10345, 99G10346, 99G10347, 99G10348, 99G10349

Twenty-four (24) 55-HS-A037/SS 37" wide Fork Positioners Serial Numbers: 55HS141002878, 55HS14100288S, 55HS14100289S, 55HS14100290S, 55HS14100291S, 55HS14100292S, 55HS14100293S, 55HS14100294S, 55HS14100295S, 55HS14100296S, 55HS14100297S, 55HS14100298S, 55HS14100299S, 55HS14100300S, 55HS14100301S, 55HS14100302S, 55HS14100303S, 55HS14100304S, 55HS14100306S, 55HS14100307S, 55HS14100308S, 55HS14100309S, 55HS14100310S

One (1) Cascade rotator model 40RRB-20A Serial Number 91145-03

MTC battery handling system plus electrical materials and installation serial number 52602 including but not limited to one 600 amp 480 volt feeder & panelboard with three 42 circuit subpanels, one 400 amp 480 volt feeder & panelboard with two 42 circuit subpanels, wireway with fifty-nine circuits for eighty-one 30 amp 480 volt outlets, 600 amp feeder with 400 amp feeder and MTC model PCH-2-24-TS triple stacking power changer together with all replacements, modifications, accessions or any part thereof.

Three (3) Crown model 40GPW Serial Numbers: 7A128035, 7A128036, 7A127275

One (1) Crown RR5020-45 Reach Truck S/N 1A206657

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- Two (2) Powerline 12-125F-15 Batteries S/N XC933765 and XC933766
- One (1) Powerline LG120865F3B Charger S/N 99G09891
- ONE (1) CROWN MODEL NUMBER SOFCTT SERIAL NUMBER 9A111053
- ONE (1) POWERLINE CHARGER NUMBER MODEL LG24-865F3 SERIAL NUMBER 99M12728
- ONE (1) 55F-FPS-A037 37" FORK POSITIONER AND INSTALLATION KIT SERIAL NUMBER 94185-01
- ONE (1) POWERLINE BATTERY MODEL 24-85-F21 SERIAL NUMBER XH937941
- One (1) Crown SP3040-30 Stockpicker S/N: 1A206657
- Two (2) Powerline 12-125F-15 Batteries S/N: XC933765 and XC933766
- One (1) Powerline LG120865F3B Charger S/N: 99G09891
- Six (6) Crown RR5020-45 Reach Trucks S/N: 1A206573, 1A206579, 1A206574, 1A206447, 1A206515, 1A206683
- Twelve (12) Powerline 18-125F-17 Batteries S/N: XC933767, XC933768, XC933769, XC933770, XC933771, XC933772, XC933773, XC933774, XC933775, XC933776, XC933777, XC933778
- Six Powerline LG18-1050F3 Chargers S/N: 99G09885, 99G09886, 99G09887, 99G09888, 99G09889, 99G09890

Group Two Located at 5665 E. Raines Road, Memphis, TN

- One (1) Crown Stockpicker Model Number SP3010-30 S/N: 1A212731
- Two (2) Exide Batteries Mcdel Number 12-160G-11 S/N: 05XG106877 and 05XG106878
- One (1) Exide Charger Model Number SGN-12-865 Serial Number XH15490
- Four (4) Crown Forklifts (Stockpickers) Model Number SP3010-30 S/N: 1A205070, 1A205112, 1A205197, 1A205188
- Four (4) Exide Batteries Model Number 12-160G-11 S/N: 5XB092469, 5XB092470, 5XB092471, 5XB092472
- Four (4) Exide Chargers Model Number SGN-12-865 S/N: XA4577, XA4578, XA4579, XA45780
- All leases and rental agreements in which CTK Services, LLC is lessor or assignee and all contract rights, accounts and general intangibles incident thereto and arising therefrom.
- All leases in which Equipment Engineering Co., Inc. is lessor or assignee and all contract rights, accounts and general intangibles incident thereto and arising therefrom.

The real property (wherever located) described in the deeds of trust recorded as instruments JF 1277, KH 0196 and LC 7033 in the Shelby County Register's Office, Memphis, Shelby County, Tennessee.

Group Three Located at 442 E. Stonewall Road, Byhalia, MS CROWN

	MODEL#	SERIAL#
1	SP3040-30	1A218489
2	SP3040-30	1A218498
3	SP3040-30	1A218511
4	SP3040-30	1A218512
5	SP3040-30	1A218513
6	SP3040_30	1A218514
7	SP3040-30	1A218515
8	SP3040-30	1A218516
9	SP3040-30	1A218610
10	SP3040-30	1A218611
11	SP3040-30	1A218612
12	SP3040-30	1A218613
13	SP3040-30	1A218614
14	SP3040-30	/1A218615
15	SP3040-30	/ 1A218616
16	SP3040-30	1A218712
17	SP3040-30	1A218713
18	SF3040-30	1A218714
19	SP3040-30	1A218715
20	SP304D-30	1A218716
21	SP3040-30	1A218717
22	SP3040-30	1A218783
23	SP3040-30	1A218784
24	SP3040-30	1A218786
25	SP3040-30	1A218787
26	SP3040-30	1A218785
27	SP3040-30	1A218788
28 29	SP3040-30	1A218789
29	SP3040-30	1A218497
1	PE3540-80	BA175527
2	PE3540-60	6A175528
3	PE3540-60	6A175529
4	PE3540-60	6A175530
1 2	RR5020-45	1A219025
3	RR5020-45	1A219028
4	RR5020-45	1A219027
5	RR5020-45	1A21902B
6	RR5020-45 RR5020-45	1A219029
7	RR5020-45	1A219030
	17176050-40	1A219031

Case 2	03-cv-02605-JDB-STA	Document 43	Filed 08/01/05	Page 86 of 111	PageID 164
9	11110000-40	1M2 15000			
10	- 11.4444 (0	1A219202			
11	14 00000 74	1A219203			
	1111020-33	1A219204			
12	- 4 10 USO 70	1A219205			
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14	***************************************	1A219207			
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17	. 4 20020 40	1A219210			
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19	111 MINEU-10	1A219212			
20	. ~ marco	1A219213			
21	. 4 to 050 - 10	1A219298			
22	- 4 2020 70	1A219299			
23	RR5020-45	1A219300			
					
1 2	******	9A111920			
3	= ·	9A111923			
4	,	9A111934			
5	, -, ,	9A111935			
6	-41 411	/9A111937			
•	50FCTT	/ 9A111838			
1	SC4040-35	0.4.4.00.4.			
2	SC4040-35	9A112246			
⊸ 3	SC4040-35	9A112235		-	
4	,5 15 00	9A112236			
5	SC4040-35	9A112237 9A112238			
Б	SC4040-35	9A112239	-		
7	SC4040-35	9A112240			
8	SC4040-35	9A112241			
9	SC4040-35	9A112242			•
	· -	~ 1110000			

THOMAS & BETTS - CHARGERS

	EXIDE MODEL#	SERIAL NUMBERS:
1	WI-12-550	M. naar.
2	WI-12-550	XL23951
3	WI-12-550	XL23952
4	WI-12-550	XL23953
	***	XL23954
1	D3E-18-1200	 XL23956
2	D3E-18-1200	XL23957
3	D3E-18-1200	XL23958
4	D3E-18-1200	XL23959
5	D3E-18-1200	XL23960
6	D3E-18-1200	XL23961
7	D3E-18-1200	XL23962
8	D3E-18-1200	XL23963
8	D3E-18-1200	XL23964
10	D3E-18-1200	/ XL23965
11	D3E-18-1200	XL23966
12	D3E-18-1200	XL23967
13	D3E-18-1200	XL23968
14	D3E-18-1200	XL23969
_15 _16	D3E-18-1200	XL23970
17	D3E-18-1200	XL23971
18	D3E-18-1200	XL23972
19	D3E-18-1200	XI/23973
20	D3E-18-1200	x i 23974
21	D3E-18-1200	XL23975
22	D3E-18-1200	XL23976
23	D3E-18-1200 D3E-18-1200	XL23977
	DSE-10-1200	XL23978
1	D3E-12-1050	XK22912
2 3	D3E-12-1050	XK22913
4	D3E-12-1050	XK22914
5	D3E-12-1050	XK22915
8	D3E-12-1050	XK22916
7	D3E-12-1050	XK22917
8	D3E-12-1050	XK22918
9	D3E-12-1050	XK22919
10	D3E-12-1050	XK22920
11	D3E-12-1050 D3E-12-1050	XK22921
12	D3E-12-1050	XK22922
13	D3E-12-1050	XK22923
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14	D3E-12-1050	000 0171	Doddinone 10	1 1100 00/01/00	1 ago 00 01 111	r agoib 100
15	D3E-12-1050			XK22925		
16				XK22926		
	D3E-12-1050			XK22927		
17	D3E-12-1050					
18	D3E-12-1050			XK22928		
19	D3E-12-1050			XK22929		
20	D3E-12-1050		•	XK22930		
21				XK22931		
	D3E-12-1050			XK22932		
22	D3E-12-1050			XK22933		
23	D3E-12-1050		:	•		
24	D3E-12-1050		į.	XK22934		
25	D3E-12-1050			XK22935		
26	D3E-12-1050			XK22936		
27	D3E-12-1050			XK22937		
28				XK22938	•	
	D3E-12-1050			XK22939		
29	D3E-12-1050			XX22940		
				ANZZSAU		
1	D3E-18-850					
2	D3E-18-85D			XK22812		
3	D3E-18-850			XK22813		
4	D3E-18-850			XK22814		
5	D3E-18-850			XK22815		
6				XK22816		
7	D3E-18-850			XK22817		
	D3E-18-850					
8	D3E-18-850			XX22818		
9	D3E-18-850			XK22819		
_				XK22820		
i 1~	D3-24-850			:		
2	D3-24-850			XK22836		
				XK22837		
				,		
		THOMAS	& BETTS - BATT	ERIES		
	EXIDE MODEL#					
	and the second			SERIAL NUM	BERS:	
1	12-E75-13			·		
2	12-E75-13			AXL-170430		
3	12-E75-13			AXL-170431		
4	12-E75-13			AXL-170432		
5				AXL-170433		
6	12-E75-13			AXL-170434		
7	12-E75-13			AXL-170435		
	12-E75-13			AVI 170435		
8	12-E75-13			AXL-170436		
9	12-E75-13			AXL-170437		
10	12-E75-13			AXL-170438		
11	12-E75-13			AXL-170439		
				AXL-170440		
1	10 mag					
2	12-E85-13			AVI ADANCE		
	12-E85-13			AXL-189359		
3	12-E85-13			AXL-169360		
				AXL-170667		

AXL-169359 AXL-169360 AXL-170667

Case 2:03-cv-02605-JDB-STA Document 43 Filed 08/01/05 Page 89 of 111 PageID 167

Case	2.03-04-02003-3DD-3TA	Document 45	1 11EG 00/01/03 1
4	12-E85-13		AXL-170688
5	12-E85-13		AXL-170669
6	12-E85-13		AXL-170670
7	12-E85-13		AXL-170673
8	12-E85-13		AXL-170672
9	12-E85-13		AXL-170072 AXL-169709
10	12-E85-13		AXL-169710
11	12-E85-13		AXL-169717
12	12-E85-13		AXL-169718
13	12-EB5-13		
14	12-E85-13		AXL-170721 AXL-170722
15	12-E85-13		AXL-170723
16	12-E85-13		AXL-170724
	• •		AXE-170124
1	18-E155-17		124 47554
2	18-E155-17		AXL-170241
3	18-E155-17		AXL-170242
4	18-E155-17		AXL-170243
5	18-E155-17		AXL-170244 AXL-170245
6	18-E155-17		AXL-170245 AXL-170246
7	18-E155-17		AXL-170247
8	18-E155-17		AXL-170248
9	18-E155-17		AXL-170249
10	18-E155-17		AXL-170250
11	18-E155-17		AXL-170251
12	18-E155-17		AXL-170252
13	18-E155-17		AXL-170253
14	18-E155-17		AXL-170254
15 18	18-E155-17		AXL-170255
17	18-E155-17 18-E155-17		AXL-170258
18	18-E155-17		AXL-170257
19	18-E155-17		AXL-170258
20	18-E155-17		AXL-170259
21	18-E155-17		AXL-170260
22	18-E155-17		AXL-170261
23	18-E155-17		AXL-170262 AXL-170263
24	18-E155-17		AXL-170264
25	18-E155-17		AXL-170265
26	18-E155-17		AXL-170288
27	18-E155-17		AXL-170267
28	18-E155-17		AXL-170268
29	18-E155-17		AXL-170269
30	18-E155-17		AXL-170270
31	18-E155-17		AXL-170271
32	18-E155-17		AXL-170272
33 34	18-E155-17		AXL-170273
34 35	18-E155-17		AXL-170274
	18-E155-17		AXL-170275

36	18-E155-17	AXL-170276
37	18-E155-17	AXL-170277
38	18-E155-17	AXL-170278
39	18-E155-17	AXL-170279
40	18-E155-17	AXL-170280
41	18-E155-17	AXL-170281
42	18-E155-17	AXL-170281 AXL-170282
43	18-E155-17	
44	18-E155-17	AXL-170283
45	18-E155-17	AXL-170284
		AXL-170285
46	18-E155-17	· AXL-170288
1	12E-125-15	AXL-170449
2	12E-125-15	AXL-170450 .
3	12E-125-15	AXK-166490
4	12E-125-15	AXL-170452
5	12E-125-15	AXL-170453
6	12E-125-15	AXK-166489
4	10 5155 15	
1	12-E155-15	AXK-16735B
2	12-E155-15	AXK-167359
3	12-E155-15	AXK-167360
4	12-E155-15	AXK-167361
5	12-E155-15	AXK-167362
6	12-E155-15	AXK-167363
ユ	12-E155-15	AXK-167364
8	12-E155-15	AXK-167365
9	12-E155-15	AXK-167366
10	12-E155-15	AXK-167367
11	12-E155-15	AXK-167368
12	12-E155-15	AXK-167369
13	12-E155-15	AXK-167370
14	12-E155-15	AXK-167371
15	12-E155-15	AXK-167372
18	12-E155-15	AXK-187373
17	12-E155-15	AXK-167374
18	12-E155-15	AXK-167375
19	12-E155-15	AXK-167376
20	12-E155-15	AXK-167377
21	12 -E 155-15	AXK-187378
22	12-E155-15	AXK-167379
23	12-E155-15	AXK-167380 °
24	12-E155-15	AXK-167381
25	12-E155-15	AXK-167382
28	12-E155-15	AXK-167383
27	12-E155-15	AXK-167384
28	12-E155-15	AXK-167385
29	12-E155-15	AXK-167386
30	12-E155-15	AXK-167387

Case 2:03-cv-02605-JDB-STA Document 43 Filed 08/01/05 Page 91 of 111 PageID 169 12-E155-15 AXK-167388 32 12-E155-15 AXK-167389 33 12-E155-15 AXK-167390 34 12-E155-15 AXK-167391 35 12-E155-15 AXK-167392 36 12-E155-15 AXK-167393 37 12-E155-15 AXK-167394 38 12-E155-15 **AXK-167395** 39 12-E155-15 AXK-167396 40 12-E155-15 **AXK-167397** 41 12-E155-15 AXK-167398 42 12-E155-15 AXK-167399 43 12-E155-15 **AXK-167400** 44 12-E155-15 AXK-1674D1 45 12-E155-15 AXK-167402 48 12-E155-15 AXK-187403 47 12-E155-15 AXK-167404 48 12-E155-15 AXK-167405 49 12-E155-15 AXK-167406 50 12-E155-15 AXK-167407 51 12-E155-15 **AXK-187408** 52 12-E155-15 **AXK-167409** 53 12-E155-15 AXK-167410 54 12-E155-15 AXK-167411 55 12-E155-15 AXK-167412 58 12-E155-15 AXK-187413 57 12-E155-15 AXK-167414 58 12-E155-15 AXK-167415 1 18-E100-17 AXL-170455. 1 18-E85-19 AXK-167751 2 18-E85-19 AXK-167752 3 18-E85-19 AXK-167753 4 18-E85-19

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Case 2:03-cv-02605-JDB-STA Document 43 Filed 08/01/05 Page 92 of 111 PageID 170

12	18-585-19		AVIV 4 CT PA 1	
13	18-E85-19		AXK-167221	
14	18-E85-19		AXK-167222	
15	18-E85-19		AXK-167223	
16	18-E85-19		~AXK-167224	
17	18-E85-19		AXK-167225	
18	18-E85-19		AXK-187226	
19	18-E85-19		. AXK-167227	
20	18-EB5-19			AXL 170 824
21	18-E85-19			AXL 170 8 25
22	18-E85-19			AKL 170 82C
23	18-E85-19			AXL 170827
24	18-685-19			AXL 170828
25	18-E85-19			AX4 170 828
26	18-E85-19			AXL 170 830
27	18-E85-19			AX4170 831
28	18-E85-19			95/ 170 53/
29	18-E85-19			AXL 170 832
30	18-E85-19			AK4170833
31	18-E85-19			AXL170834
32	18-E85-19			A XLI TORIC
33	18-EB5-19			AKLMORY
				AKL170837 AKL170838
1	04540040			44410038
2	24-E-100-19	•	AXK-162229	
∠ a	24-E-100-19	-	AXK-162230	
⊸ 3	24-E-100-19	•	AXK-162231	
5	24-E-100-19		AXK-167228	
	24-E-100-19		AXK-167232	

EXHIBIT A TO FINANCING STATEMENT FROM CTK, INC. D/B/A LIFT X TECHNOLOGIES, AS DEBTOR AND BANCORPSOUTH BANK, AS SECURED PARTY

All contract rights, accounts, inventory, equipment and general intangibles, including, but not limited to, all contract rights, accounts and general intangibles incident to and arising from any and all lease or rental agreements in which debtor is lessor and Cummins Engine Co. is lessee. PURCHASE MONEY SECURITY INTEREST IN THE FOLLOWING:

MTC battery handling system plus electrical materials and installation serial number 52602 including but not limited to one 600 amp 480 volt feeder & panelboard with three 42 circuit subpanels, one 400 amp 480 volt feeder & panelboard with two 42 circuit subpanels, wireway with fifty-nine circuits for eighty-one 30 amp 480 volt outlets, 600 amp feeder with 400 amp feeder and MTC model PCH-2-24-TS triple stacking power changer together with all replacements, modifications, accessions or any part thereof.

Above equipment to be located at Cummins Engine Company, 4155 Questway, Memphis, Shelby County, Tennessee or wherever located.

CTK, INC. D/B/A LIFT X TECHNOLOGIES

RV

Title

BY:

Title

EXHIBIT E

Wachovia Lenders Collateral



Manufacturer	Model#	S/N
Mitsubishi Mitsubishi	FGC25K-LP FGC25	AF82C03188 AF8C03088
Mitsubishi Mitsubishi	FGC25 FGC25K	AF82C03129 AF82C03186
Mitsubishi	FGC25K	AF82C02995
Mitsubishi Mitsubishi	FGC25K-LP-HO FGC25	AF82C90137 AF82C03005
Mitšubishi Mitsubishi	FGC25K-LP FGC25K-LP-HO	AF82C03189 AF82C90146
'Mitsubishi	FGC25K-LP	AF82C03311
Mitsubishi	FGC25	AF82C03615
Mitsubishi	FGC25K	AF82C90133
Mitsubishi	FGC25	AF82C03190
Mitsubishi	FGC25KH	AF82C90148
Mitsubishi	FGC25	AF82C03316
Mitsubishi	FGC25	AF82C03319

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EXHIBIT F

Panchikal and Terrell Release

Terrell Release

GENERAL RELEASE

THIS GENERAL RELEASE (the "Release") entered on this June____, 2005 for and in consideration of the promises and other good and valuable consideration set forth in a certain Settlement Agreement of even date which includes the parties set forth below (the "Settlement Agreement"), the receipt and sufficiency of which is hereby acknowledged, BancorpSouth Bank (hereinafter referred to as, the "Releasor"), does hereby RELEASE, FOREVER DISCHARGE AND COVENANT NOT TO SUE AND PROVIDED THAT NO EVENT OF DEFAULT HAS OCCURRED OR EXITS UNDER THE SETTLEMENT AGREEMENT, George M. Terrell (hereinafter referred to as, the "Releasee"), from any and all claims, demands, damages, judgments, rights, obligations, actions, causes of action, counter-claims, suits, costs, losses and expenses, of any kind, description or nature whatsoever, liquidated and unliquidated, fixed and contingent, direct and indirect, under any state law, federal law or common law specifically arising out of or in any way connected or related to the Settlement Agreement and all underlying documents and transactions associated therewith or described therein.

This Release shall not operate as an admission of liability on the part of anyone.

THIS RELEASE SHALL NOT BECOME EFFECTIVE UNTIL RELEASED FROM ESCROW PURSUANT TO PARAGRAPH 20 OF THE SETTLEMENT AGREEMENT.

Releasor states that the consideration for executing this Release is the consideration set forth in the Settlement Agreement and that no additional promise, agreement or understanding of any kind or nature has been made between Releasor and Releasee to cause Releasor to sign this Release; that Releasor is legally competent and authorized to execute this Release and fully accept the responsibility thereof; that Releasor was given adequate time to consider all implications of this Release prior to executing it; and that Releasor has had the opportunity to freely and fully consult with and seek the advice of whomever it deemed appropriate, including counsel of its own choice and which it has done; and that Releasor fully understands the meaning and intent of this instrument.

By:
Name: David E. Ferrell
Title: Sr. Vice President

BANCORPSOUTH BANK

GENERAL RELEASE

This Release shall not operate as an admission of liability on the part of anyone.

THIS RELEASE SHALL NOT BECOME EFFECTIVE UNTIL RELEASED FROM ESCROW PURSUANT TO PARAGRAPH 20 OF THE SETTLEMENT AGREEMENT.

Releasor states that the consideration for executing this Release is the consideration set forth in the Settlement Agreement and that no additional promise, agreement or understanding of any kind or nature has been made between Releasor and Releasee to cause Releasor to sign this Release; that Releasor is legally competent and authorized to execute this Release and fully accept the responsibility thereof; that Releasor was given adequate time to consider all implications of this Release prior to executing it; that Releasor has had the opportunity to freely and fully consult with and seek the advice of whomever it deemed appropriate, including counsel of its own choice and which it has done; and that Releasor fully understands the meaning and intent of this instrument.

BANCORPSOUTH BANK		
By:		
Name:	David E. Ferrell	
Title:	Sr. Vice President	

GENERAL RELEASE

THIS GENERAL RELEASE (the "Release") entered on this June______, 2005 for and in consideration of the promises and other good and valuable consideration set forth in a certain Settlement Agreement of even date which includes the parties set forth below (the "Settlement Agreement"), the receipt and sufficiency of which is hereby acknowledged, Wachovia Bank, National Association, successor by merger to SouthTrust Bank ("Wachovia") (hereinafter referred to as the "Releasor"), does hereby RELEASE, FOREVER DISCHARGE AND COVENANT NOT TO SUE PROVIDED THAT NO EVENT OF DEFAULT HAS OCCURRED OR EXISTS UNDER THE SETTLEMENT AGREEMENT, Bernard Panchikal ("Panchikal") (hereinafter referred to as, the "Releasee"), from any and all claims, demands, damages, judgments, rights, obligations, actions, causes of action, counter-claims, suits, costs, losses and expenses, of any kind, description or nature whatsoever, liquidated and unliquidated, fixed and contingent, direct and indirect, under any state law, federal law or common law specifically arising out of or in any way connected or related to the Settlement Agreement and all underlying documents and transactions associated therewith or described therein.

This Release shall not operate as an admission of liability on the part of anyone.

THIS RELEASE SHALL NOT BECOME EFFECTIVE UNTIL RELEASED FROM ESCROW PURSUANT TO PARAGRAPH 20 OF THE SETTLEMENT AGREEMENT.

Releasor states that the consideration for executing this Release is the consideration set forth in the Settlement Agreement and that no additional promise, agreement or understanding of any kind or nature has been made between Releasor and Release to cause Releasor to sign this Release; that it is legally competent and authorized to execute this Release and fully accept the responsibility thereof; that it was given adequate time to consider all implications of this Release prior to executing it; and that it has had the opportunity to freely and fully consult with and seek the advice of whomever it deemed appropriate, including counsel of its own choice and which it has done; and that it fully understands the meaning and intent of this instrument.

WACHOVIA BANK,
NATIONAL ASSOCIATION

By: Name: Andy Raine

Title: Vice President

GENERAL RELEASE

THIS GENERAL RELEASE (the "Release") entered on this June______, 2005 for and in consideration of the promises and other good and valuable consideration set forth in a certain Settlement Agreement of even date which includes the parties set forth below (the "Settlement Agreement"), the receipt and sufficiency of which is hereby acknowledged, Wachovia Bank, National Association, successor by merger to SouthTrust Bank, ("Wachovia") (hereinafter referred to as the "Releasor"), does hereby RELEASE, FOREVER DISCHARGE AND COVENANT NOT TO SUE PROVIDED THAT NO EVENT OF DEFAULT HAS OCCURRED OR EXISTS UNDER THE SETTLEMENT AGREEMENT, George M. Terrell (hereinafter referred to as, the "Releasee"), from any and all claims, demands, damages, judgments, rights, obligations, actions, causes of action, counter-claims, suits, costs, losses and expenses, of any kind, description or nature whatsoever, liquidated and unliquidated, fixed and contingent, direct and indirect, under any state law, federal law or common law specifically arising out of or in any way connected or related to the Settlement Agreement and all underlying documents and transactions associated therewith or described therein.

This Release shall not operate as an admission of liability on the part of anyone.

THIS RELEASE SHALL NOT BECOME EFFECTIVE UNTIL RELEASED FROM ESCROW PURSUANT TO PARAGRAPH 20 OF THE SETTLEMENT AGREEMENT.

Releasor states that the consideration for executing this Release is the consideration set forth in the Settlement Agreement and that no additional promise, agreement or understanding of any kind or nature has been made between Releasor and Releasee to cause Releasor to sign this Release; that it is of legally competent and authorized to execute this Release and fully accept the responsibility thereof; that it was given adequate time to consider all implications of this Release prior to executing it; and that it has had the opportunity to freely and fully consult with and seek the advice of whomever it deemed appropriate, including counsel of its own choice and which it has done; and that it fully understands the meaning and intent of this instrument.

WACHOVIA	BANK,
NATIONAL A	ASSOCIATION

By:
Name: Andy Raine
Title: Vice President

GENERAL RELEASE

THIS GENERAL RELEASE (the "Release") entered on this June____, 2005 for and in consideration of the promises and other good and valuable consideration set forth in a certain Settlement Agreement of even date which includes the parties set forth below (the "Settlement Agreement"), the receipt and sufficiency of which is hereby acknowledged, CitiCapital Commercial Corporation ("CitiCapital Commercial"), CitiCapital Commercial Leasing Corporation ("CitiCapital Leasing"), and CitiCorp Del-Lease, Inc. ("CitiCapital Del.") (hereinafter collectively referred to as, the "Releasors"), does hereby RELEASE, FOREVER DISCHARGE AND COVENANT NOT TO SUE AND PROVIDED THAT NO EVENT OF DEFAULT HAS OCCURRED OR EXITS UNDER THE SETTLEMENT AGREEMENT, Bernard Panchikal ("Panchikal") (hereinafter collectively referred to as, the "Releasee"), from any and all claims, demands, damages, judgments, rights, obligations, actions, causes of action, counter-claims, suits, costs, losses and expenses, of any kind, description or nature whatsoever, liquidated and unliquidated, fixed and contingent, direct and indirect, under any state law, federal law or common law specifically arising out of or in any way connected or related to the Settlement Agreement and all underlying documents and transactions associated therewith or described therein.

This Release shall not operate as an admission of liability on the part of anyone.

THIS RELEASE SHALL NOT BECOME EFFECTIVE UNTIL RELEASED FROM ESCROW PURSUANT TO PARAGRAPH 20 OF THE SETTLEMENT AGREEMENT.

Releasors state that the consideration for executing this Release is the consideration set forth in the Settlement Agreement and that no additional promise, agreement or understanding of any kind or nature has been made between Releasors and Releasee to cause Releasors to sign this Release; that they are of legally competent and authorized to execute this Release and fully accept the responsibility thereof; that they were given adequate time to consider all implications of this Release prior to executing it; and that they have had the opportunity to freely and fully consult with and seek the advice of whomever they deemed appropriate, including counsel of each of their own choice and which they have done; and that they fully understand the meaning and intent of this instrument.

CITICAPITAL COMMERCIAL CORPORATION
By: Name: Patricia G. McCormack Title: Sr. Vice President
CITICAPITAL COMMERCIAL LEASING CORPORATION
By: Name: Patricia G. McCormack Title: Sr. Vice President
CITICORP DEL-LEASE, INC.
By: Name: Patricia G. McCormack Title: Sr. Vice President

Terrell Release

GENERAL RELEASE

THIS GENERAL RELEASE (the "Release") entered on this June____, 2005 for and in consideration of the promises and other good and valuable consideration set forth in a certain Settlement Agreement of even date which includes the parties set forth below (the "Settlement Agreement"), the receipt and sufficiency of which is hereby acknowledged, CitiCapital Commercial Corporation ("CitiCapital Commercial"), CitiCapital Commercial Leasing Corporation ("CitiCapital Leasing"), and CitiCorp Del-Lease, Inc. ("CitiCapital Del.") (hereinafter collectively referred to as, the "Releasors"), does hereby RELEASE, FOREVER DISCHARGE AND COVENANT NOT TO SUE AND PROVIDED THAT NO EVENT OF DEFAULT HAS OCCURRED OR EXITS UNDER THE SETTLEMENT AGREEMENT, George M. Terrell (hereinafter referred to as, the "Releasee"), from any and all claims, demands, damages, judgments, rights, obligations, actions, causes of action, counter-claims, suits, costs, losses and expenses, of any kind, description or nature whatsoever, liquidated and unliquidated, fixed and contingent, direct and indirect, under any state law, federal law or common law specifically arising out of or in any way connected or related to the Settlement Agreement and all underlying documents and transactions associated therewith or described therein.

This Release shall not operate as an admission of liability on the part of anyone.

THIS RELEASE SHALL NOT BECOME EFFECTIVE UNTIL RELEASED FROM ESCROW PURSUANT TO PARAGRAPH 20 OF THE SETTLEMENT AGREEMENT.

Releasors state that the consideration for executing this Release is the consideration set forth in the Settlement Agreement and that no additional promise, agreement or understanding of any kind or nature has been made between Releasors and Releasee to cause Releasors to sign this Release; that they are of legally competent and authorized to execute this Release and fully accept the responsibility thereof; that they were given adequate time to consider all implications of this Release prior to executing it; and that they have had the opportunity to freely and fully consult with and seek the advice of whomever they deemed appropriate, including counsel of each of their own choice and which they have done; and that they fully understand the meaning and intent of this instrument.

CITICAPITAL COMMERCIAL CORPORATION
By:
Name: Patricia G. McCormack Title: Sr. Vice President
CITICAPITAL COMMERCIAL
LEASING CORPORATION By:
Name: Patricia G. McCormack Title: Sr. Vice President
CITICORP DEL-LEASE, INC. By:
Name: Patricia G. McCormack Title: Sr. Vice President

EXHIBIT G

District Court Stipulation

NWK\108916.1 38

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TENNESSEE WESTERN DIVISION AT MEMPHIS

CITICAPITAL COMMERCIAL CORPORATION f/k/a ASSOCIATES COMMERCIAL CORPORATION; CITICAPITAL COMMERCIAL LEASING CORPORATION f/k/a ASSOCIATES LEASING, INC.; and CITICORP DEL-LEASE, INC.

Plaintiffs,

VS.

CAUSE NO. 03-CV-2605 BA

CTK, INC. d/b/a LIFT X TECHNOLOGY and d/b/a TOYOTA LIFT SOUTH; CTK SERVICES, LLC; EQUIPMENT ENGINEERING COMPANY; BERNARD PANCHIKAL, individually and d/b/a LIFT TRUCK SERVICE & RENTALS; and GEORGE TERRELL,

Defendants.

STIPULATED CONSENT ORDER OF FRCP 41(a) DISMISSAL WITHOUT PREJUDICE

Come now the parties hereto and announce to the Court that it is agreed and stipulated among them that the above-captioned matter should be dismissed without prejudice, subject and pursuant to the Settlement Agreement attached hereto as Exhibit A which is approved by the Court and incorporated herein, this Court retaining jurisdiction for the limited purpose of enforcement of same.

IT IS SO ORDERED.

UNITED STATES DISTRICT JUDGE
Date:

STIPULATED, AGREED AND APPROVED:

BERNARD PANCHIKAL, individually and d/b/a Lift Truck Service & Rentals, Defendant

GEORGE TERRELL, Defendant

APPERSON, CRUMP & MAXWELL, PLC

Louis Jay Miller, Esq. (BPR #5418) 6000 Poplar Avenue, Suite 400 Memphis, TN 38119-3972 (901) 756-6300 Fax (901) 757-1296 Attorneys for Plaintiffs

FARRIS MATHEWS BRANAN BOBANGO HELLEN & DUNLAP PLC

Michael P. Coury, Esq. (BPR #)

40 S. Main Street, Suite 2000
One Commerce Square
Memphis, Tennessee 38103
(901) 259-7100
Fax (901) 259-7150
Attorneys for Defendants
CTK, Inc. d/b/a LIFT X TECHNOLOGY and d/b/a TOYOTA LIFT SOUTH;
CTK Services, LLC; and Equipment Engineering Company

RUSSELL J. JOHNSON, ESQ. (BPR #)

5100 Poplar Avenue, Suite 2749 Memphis, Tennessee 38117-4000 (901) 761-0799 Fax (901) 753-7379 Attorney for Defendant George Terrell

THE WINCHESTER LAW FIRM

Mark Grai, Esq. (BPR #) 6060 Poplar Avenue, Suite 295 Memphis, Tennessee 38119 (901) 685-9222

Fax: (901) 869-0912

Attorneys for Defendant Bernard Panchikal, individually and d/b/a Lift Truck Service & Rentals



Notice of Distribution

This notice confirms a copy of the document docketed as number 43 in case 2:03-CV-02605 was distributed by fax, mail, or direct printing on August 1, 2005 to the parties listed.

Chris W. Dotson
FARRIS MATHEWS BRANAN BOBANGO HELLEN & DUNLAP, PLC
One Commerce Square
Ste. 2000
Memphis, TN 38103

Robert F. Miller FARRIS MATHEWS BRANAN BOBANGO HELLEN & DUNLAP, PLC One Commerce Square Ste. 2000 Memphis, TN 38103

Louis J. Miller APPERSON CRUMP & MAXWELL, PLC 6000 Poplar Ave. Ste. 400 Memphis, TN 38119--397

Honorable J. Breen US DISTRICT COURT